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Age at Entry.	NUMBER OF PREMIUMS PAID.				
	Five.	Ten.	Twenty.	Thirty.	Forty.
	£ s.	£ s.	£ s.	£ s.	£ s.
20	103 0	191 10	431 0	*736 0	*1,022 0
30	112 0	211 0	454 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*929 10	*1,343 10
50	147 0	276 19	*626 10	*1,126 0	.....
60	197 10	373 0	*836 10	.....	.....

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VOL. XXXIV., No. 8.

## The Solicitors' Journal and Reporter.

LONDON, DECEMBER 21, 1889.

### CURRENT TOPICS.

IT WILL BE observed from the Vacation notice, which will be found in another column, that the arrangements as to Vacation business are made on the usual lines, and that no sitting in court will be held before the commencement of the Hilary Sittings.

MR. JUSTICE NORTH is stated to be considering the advisability of following the example of Mr. Justice CHITTY and Mr. Justice STIRLING, and devoting one whole day a week (probably Monday) during the ensuing sittings to chamber business. This may probably reduce the number of summonses adjourned into court, and so leave more time for the trial of actions.

WE PUBLISH elsewhere some new rules, made by the Lord Chancellor, with the concurrence of the President of the Board of Trade, under the Bankruptcy Act, 1883. The first of them relates to a matter which has excited considerable interest in the City of London. It abolishes, as from the 1st of December last, the attendance of the officer of the London Bankruptcy Court at the office provided by the Corporation for the purpose of administering oaths in bankruptcy, but a footnote states that the Lord Chancellor has appointed the registrars of the Lord Mayor's Court and of the City of London Court commissioners for oaths. Another rule (to be cited as 134a of the Bankruptcy Rules, 1886) provides for the giving, by the judge to whom bankruptcy business is assigned, of any order or direction (not involving the decision of the appeal) incidental to an appeal to a divisional court from an order of a county court in a bankruptcy matter. By the next rule (241a) the preparation of certain orders is provided for, and by the last rule (273 (6)) the provision of the present rule 273 (6), providing that "no appeal shall lie from any order of the court, except by leave of the court," is revoked. It will be remembered that in *Re Dale* (33 W. R. 476) the question was raised whether this clause of the rule was not *ultra vires*, and it was decided not to be so.

THE COMMISSIONERS for Oaths Act, 1889, comes into operation on the 1st of January, 1890. Section 3 of this Act provides for a new class of commissioners to administer oaths, which appears to be unnecessary, and which is unlikely to be of frequent use. Shortly stated, it is as follows:—"Every person who, being an officer of, or performing duties in relation to, any court, is for the time being so authorized by a judge of the court . . . shall have authority to administer any oath or take any affidavit required for any purpose connected with his duties." This power, given to a judge to authorize any official to administer an oath or to take an affidavit, is somewhat vague. Already many officers of the court have such authority under the rules, and it is presumed that any not so authorized would require an authority in writing from the particular judge. In the Chancery Division, for instance, the registrars do not administer oaths except to witnesses in court, and to give them further authority would be of little utility. Will the chancery judges avail themselves of this power? and if they do so will each of them give to each registrar a written authority for that purpose, or will a verbal authority *ad hoc* suffice? How, moreover, will the authority of these temporary commissioners be made known to the Central Office, so that a complete list of their names may be kept there for reference, together with the term over which the authority extends? These are a few of the details which at first sight present themselves as pertaining to this section.

IT WOULD SEEM to have occurred, or been suggested, to the able writer (presumably in close connection with the Land Transfer Office) whose article in the *Economist* we recently noticed, that a change of tone was desirable. Three weeks ago he was full of lively enthusiasm about the benefit to the public which would arise from dispensing with the services of solicitors on purchases and sales, and of airy warning to solicitors that they must suffer. He told his readers that solicitors "must not consider that they have any vested rights, and talk big about 'confiscation.' If the public can secure for themselves a cheap system of machinery for effecting the transfer of land, and can, without risk to their own interest, dispense with the services of solicitors on purchases and sales, then so much the better for the public. Solicitors must suffer, if need be, like any other class, for the public good." By way of shewing the enormous gain to the public, in the shape of cheapness, of the new system of land transfer, he reproduced, with some additions (if we mistake not from a somewhat celebrated notice issued by the Land Transfer Office), a statement in tabular form contrasting the fees of the Land Registry with the remuneration of solicitors under the present system. Last week, however, his efforts were devoted to shewing that the remuneration of living solicitors will hardly be affected by the new system. He now says that "doubtless, in the course of years, the effect of the Land Transfer Bill may be to diminish the profits of solicitors. But the change will be gradual, and its full effect will hardly be

felt by any living member of the profession." And he affirms that, "for the first ten years after the passing of the Land Transfer Bill, it is certain that solicitors' profits on the transfer of land will shew no diminution at all. *Solicitors will undoubtedly be largely employed in assisting to get estates placed upon the register, and this will mean profits beyond those which they consider to be their due.* Before all the land in the country is placed on the register, it is estimated that at least thirty or forty years must elapse, and the prospective injury may with accuracy be said to be confined to the scions of the profession who are still of tender years or not yet born." The commercial public who read the *Economist* may well be puzzled to know which of the two views presented in the columns of that paper within three weeks they are to believe. They are dazzled one week with the prospect of a cheap system of land transfer, the fees payable under which are specified, enabling them to dispense with the services of solicitors on purchases and sales. They are told, three weeks afterwards, that the result of the new system will be for the first ten years to give to solicitors profits "beyond those which they consider to be their due"; and that the prospective injury to solicitors "may with accuracy be said to be confined to the scions of the profession who are still of tender years, or not yet born." As the City man is not usually devoid of shrewdness, it must necessarily occur to him that if, as the Lord Chancellor intimated on the third reading of the Land Transfer Bill this year, there is no mode of cheapening land transfer except by diminishing solicitors' charges, and if the new system of land transfer will not injure any "scion of the profession" except those "of tender years or not yet born," it will also not benefit, in the matter of expense, any "scion" of the public except those of tender years or not yet born. And, further, that if the result of the passing of the Bill will be for ten years to make the existing remuneration of solicitors payable, *plus* extra fees for their assistance in getting estates placed on the register, and also *plus* the office fees, as per table in the first article, the effect of the system will be to inflict a heavy fine on the present generation of the public for the benefit of those of tender years or not yet born. We must leave the perplexed City man to solve the problem as he best can, with the remark that solicitors, after the notice issued by the Land Registry this year, are not at all likely to doubt which of the views presented by the writer in the *Economist* is likely to be the correct one. They, moreover, remember the words of the Lord Chancellor on the third reading of the Land Transfer Bill this year: "It was for their lordships to determine whether there should be a cheaper transfer of land, and he should be surprised if any noble lord could suggest any mode in which that transfer could be accomplished *without interfering with vested interests.*" He was certainly not speaking of the contingent interests of "scions" of the legal profession "of tender years or not yet born."

UPON THIS QUESTION of the vested interest of solicitors the writer in the *Economist* maintains an even course. He is shocked that we should have ventured to assert such an absurd proposition. If he had taken the trouble to read the observations on which he comments, he would have found that their purport was to shew that the Lord Chancellor had in the most explicit way intimated that the Bill interfered with "vested interests" by diminishing solicitors' charges, and this after previously stating that "*any legislation which has for its object to deprive a man of any right without giving him compensation for what is taken from him is neither desirable nor likely to promote the harmony and the welfare of this great empire. In our future legislation we must proceed upon the lines of respecting the rights of all.*" It now appears that the shocking error of the Lord Chancellor's opinion is "patent"; solicitors, according to the writer in the *Economist*, are "much in the same position as the agricultural labourers who raised an outcry against the first introduction of labour-saving machinery." Have, then, the agricultural labourers, we may ask, statutory provisions in their favour prohibiting any other person, except duly-admitted agricultural labourers, to perform certain functions? Do the agricultural labourers pay a heavy sum to the Revenue for admission, and a yearly sum to the Revenue for the privilege of exclusively exercising those functions? If not, where is the analogy? It would seem as though the writer in the *Economist* was not even remotely aware of the grounds on which the claim

which he combats is based. It is clear that he cannot be aware that, by the compensation granted to the proctors on the abolition of their monopoly of a branch of legal business by the Divorce Act (section 64), the principle, the error of which appears to him to be so "patent," received express legislative sanction. Perhaps, when he has duly informed himself on these points, we may be favoured with an amended view on this question of vested interests also.

THE COURT OF APPEAL, consisting of the Master of the Rolls and LINDLEY and LOPES, L.JJ., have reversed the decision of the Lord Chief Justice and MANISTY, J. (POLLOCK, B., *diss.*), by which a *mandamus* was directed to be issued to the Bishop of London requiring him to comply with the provisions of the Public Worship Regulation Act, 1874, in respect of a representation made against the reredos in St. Paul's Cathedral. The 9th section of the Act requires that where a representation is made to the bishop of the diocese, complaining of unlawful additions to the fabric or ornaments of a cathedral church, he is to put the matter in course for trial in one of certain specified ways, unless he is of opinion, *after considering the whole circumstances of the case*, that proceedings should not be taken; in this event he is to state in writing the reasons of his opinion, such statement is to be deposited in the registry of the diocese, and a copy of it transmitted to the complainants. The controversy in the present instance has turned on the words "the whole circumstances of the case," and on the power of the High Court to review, upon an application for a *mandamus*, the bishop's reasons. No appeal is given by the Act, and, if they are subject to review at all, a writ of *mandamus* is the only way of proceeding for that purpose. It will be remembered that Mr. Justice MANISTY put a very narrow construction upon the above words, confining them to minor matters, such as the complainants not being duly qualified, or the proceedings being frivolous or vexatious. But where a point of law is raised, which it may be wished to take for settlement to the final court of appeal, he thought the Act could not have been intended to enable the bishop to check the parties in such pursuit of their legal rights. Lord COLERIDGE, C.J., on the other hand, fastened rather on the bishop's reasons, regarding his reliance upon the decision in *Phillipotts v. Boyd* (L. R. 6 P. C. 435) to be so futile as to be no reason at all. But, as we pointed out a short time back (*ante*, p. 57), the words "circumstances of the case," in opposition to such an expression as "facts of the case," seem to indicate that the bishop is to have a considerable latitude, and is entitled to take account of any matters, although merely collateral, which may reasonably be considered to bear upon the case. Moreover, if he assigns a reason which is at all capable of being a proper ground of decision, there is no jurisdiction on *mandamus* to consider whether it is a good or bad one. Upon these principles it appears that the Court of Appeal have acted. It was not doubted that the bishop might take account of all matters really affecting the particular case, whether directly or only collaterally; and, moreover, that if it appeared that he had really taken into consideration one or more important matters bearing upon it, the words "the whole circumstances" did not make it necessary for him to shew that he had considered each and every circumstance which might be thought to affect it, unless specially brought to his notice. To hold otherwise would be, indeed, to introduce enormous difficulties in the way of satisfying the section. As the Master of the Rolls said, the words are enabling words, and their effect is to permit the bishop to take into account such circumstances as he thinks sufficient ground for his decision. As to the reasons assigned by the bishop, all three judges were very clear that, so long as they could in fairness be called reasons, there was no jurisdiction in a court of law to review them. In particular, the decision in the Exeter case being a proper circumstance to be taken into consideration, it was quite immaterial whether the bishop's understanding of it and the reason which he consequently gave, that the point in dispute had already been substantially decided, was right or wrong. It was said, indeed, that the same principle applies, even though it be alleged that the bishop has made a mistake in a matter of fact—as if, for instance, the supposed similarity of the reredos in the present case with that at Exeter did not exist. If, however, a mistake of this kind had very clearly been made, it would not improbably be ground for impeaching the bishop's good faith.

The statute discussion, that the ex review, but from the la

THE DEC we report section 43 plication of section (1) either for l contingent (2), the su at compou benefit of property f a contingen come does that the a who does of Lord C present po favour, an income fu is entitled the statu whether i is already him noth thing sho actually t first sight tion arose Act. T fore, enti to attain owner cla as being the claim statute. and to a not clear instance, rejected have in ultimate tion of the rece for, as r between from wh took the be defea the Cor for any section given by estates or for li to make sake of Justice event, the me surplus accumu entitled better ultima ultima when that t interest it app



The statute is so drawn as to leave any decision upon it open to discussion, and it would be well if it had pointed out expressly that the exercise of the bishop's discretion was not to be subject to review, but the result now arrived at seems to be a fair inference from the language employed.

THE DECISION OF NORTH, J., in *Re Wells, Wells v. Wells*, which we report elsewhere, illustrates the difficulties which arise under section 43 of the Conveyancing Act, 1881, referring to the application of income for the maintenance of children. By sub-section (1) it applies where property is held in trust for an infant, either for life or for any greater interest, and whether absolutely or contingently on his attaining twenty-one. Then, by sub-section (2), the surplus, after allowing maintenance, is to be accumulated at compound interest, and the accumulations are to be held for the benefit of the person "who ultimately becomes entitled to the property from which the same arise." Now, if the infant has only a contingent interest, and the contingency never happens, the income does not belong to him at all, and it is therefore right enough that the accumulations of it should go, like the *corpus*, to the person who does become entitled. In this case the statute, like section 26 of Lord CRANWORTH'S Act (23 & 24 Vict. c. 145), which, on the present point, is in the same words, gives him maintenance as a favour, and does not change the destination of either *corpus* or income further than is necessary for that purpose. But where he is entitled absolutely, either for life or for any greater interest, the statute gives him nothing, inasmuch as the whole income, whether immediately used, or whether suffered to accumulate, is already his. While, however, the statute, in this case, gives him nothing, it has been contended that, where he has anything short of the whole interest, its effect, on the contrary, is actually to deprive him of what he would otherwise have, and at first sight the words seem to bear this interpretation. The question arose in *Re Buckley's Trusts* (22 Ch. D. 583) on the former Act. There the infant had a present interest, and was, therefore, entitled to the income, but there was a gift over on his failure to attain twenty-one. The gift over took effect, and the ultimate owner claimed the accumulations as arising from the property, and as being therefore held for his benefit. FREY, J., decided against the claim, but on the ground that the case was not within the statute. This, he said, clearly applied to a gift to A. absolutely, and to a gift to A. contingently on attaining twenty-one, but it was not clear that it applied to a gift to A., made absolutely in the first instance, but liable to subsequent defeasance. At any rate, he rejected such a construction on the ground of the effect it would have in taking away the infant's income and giving it to the ultimate owner of the property. It must have been this consideration of which Mr. Justice NORTH was thinking, when he said, in the recent case, that *Re Buckley's Trusts* was exactly in point, for, as regards the limitations, there are considerable differences between them. Thus, in *Re Wells*, so far as relates to the income from which the accumulations were held to have arisen, the infant took the immediate life interest, and one which was not liable to be defeated. It must be noted that sub-section 1 of section 43 of the Conveyancing Act contains the words "either for life or for any greater interest," which were not in the corresponding section of Lord CRANWORTH'S Act; consequently, the list of estates given by FREY, J., is not sufficient, though his *dictum* that absolute estates are included would seem to apply whether they are in fee or for life. And, if this is so, it is impossible, in the present case, to make use of the doubt he felt as to defeasible estates for the sake of avoiding the harsh operation of the statute. Probably Mr. Justice NORTH felt the force of this, for he considered that, in any event, the infant was the person "entitled to the property" within the meaning of the section, apparently on the ground that the surplus income might be regarded as the property from which the accumulations arose, and to this the infant was undoubtedly entitled. This, however, is a strained interpretation, and the better way might be to say that ultimately does not refer to the ultimate owner under the limitations, but to the person who is ultimately found to have been entitled to the property at the time when the accumulations arose. It may be suggested perhaps that the sub-section was drawn only with a view to contingent interests, and, if this is so, no amount of interpretation will make it apply in a satisfactory manner to absolute ones as well.

### THE PATRIA POTESTAS AT COMMON LAW.

THE various recent statutes which have dealt with the custody of children have made considerable inroads upon the old common law rights of the father, and, in the future, proceedings under them will probably, in many instances, take the place of the writ of *habeas corpus*; still, the recent prominence which has been given to the subject may make it worth while to show how restricted, so far as the father is concerned, has been the discretion which the judges have allowed themselves, and how they have shrunk at common law from ever going so far as actually to deprive him of the custody of his child.

The modern law may be said to have begun with the cases of *Rex v. Johnson* (1724, 1 Str. 579) and *Rex v. Smith* (1732, 2 Str. 982), but, though Lord MANSFIELD expressed his agreement with the results arrived at in each of them, he was not satisfied with the reasons given in the second. Both were discussed in *Rex v. Delaval* (1763, 3 Burr. 1434), and he there expressed his view of the duty of the court in the following words:—"In cases of writs of *habeas corpus*, directed to private persons to bring up infants, the court is bound, *ex debito justitiæ*, to set the infant free from an improper restraint, but they are not bound to deliver them over to anybody, nor to give them any privilege. This must be left to their discretion according to the circumstances that appear before them." Accordingly, he declined to deliver a girl of eighteen to her father, and directed that she should be discharged from all restraint, and be at liberty to go where she would. This, of course, is what would be done now, but Lord MANSFIELD'S *dictum* omits all reference to the father's authority, and probably it expressed the discretion of the court too widely. This view of its effect is corroborated by *Blisset's case* (1774, Loft. 748), where he is recognized to have gone too far in saying that, where the parties were disagreed, the court would do what was best for the child. He was, of course, clear that the court could, if it so chose, deliver the child to the father, and subsequent cases, which have restricted its discretion and have defined the rights of fathers and other legal guardians, shew that this is usually the right course to adopt. In the earlier case of *Ex parte Hopkins* (1732, 3 P. Wms. 152) Lord Chancellor KING had already pointed out that one of the means for the recovery of a ward was by *habeas corpus*.

There appears to be a distinction in the cases between those where the father already has possession of the child, and is defending his possession, and those in which he is seeking to get the child into his custody. In the former class it does not seem that the court has any power to interfere, and it is immaterial by what means possession may have been gained. A case is mentioned by counsel in the argument in *Strangeways v. Robinson* (4 Taunt., at p. 506) where a mother tried by a writ of *habeas corpus* to prevent a child of seven from being carried to the West Indies by his father; but though he had obtained possession of it from a school, both by force and fraud, Lord KENYON, C.J., held that, as he found it in the possession of the father, he must leave it there. So again in *Mr. Lytton's case* (1781, cited in *Rex v. De Manneville*, 5 East. 221) a mother's attempt was defeated, and Lord MANSFIELD said that the court could not at any age take a child from the father. In *Rex v. De Manneville* (1804, *supra*) the father had by force and stratagem taken away from its mother a child at the breast; nevertheless Lord ELLENBOROUGH, C.J., held that, as he was entitled by law to the custody of the child, he must keep it. He qualified this, indeed, by saying that if the father abused his right to the detriment of the child, the court would protect it, but he did not say how this was to be done, and subsequent cases do not confirm the qualification. Thus in *Ex parte Skinner* (1824, 9 Moore. 278) the Court of Common Pleas, on the assumption that it had jurisdiction co-equal with that of the King's Bench, distinguished this from that of the Court of Chancery as *Parens Patriæ*, and did not think they could interfere with the father at all. There the husband and wife had been separated on account of his cruelty to her, and the former, at the time of the application, was confined in gaol, and was cohabiting there with another woman, who took the child to him daily. BEST, C.J., said that no authority had been cited for taking the child out of such custody for the purpose of delivering it over to the mother, and PARK, J., said that they had no power to interfere on a motion for a *habeas corpus*. In the case of *Re Hakevil* (1852, 12 C. B. 223) TALFOURD, J., asked, in the course of the argument (at p. 230), for the production of any scintilla of

authority to shew that a court of law had authority to remove legitimate children from their father's custody, and said he had never heard it suggested. There the father had apparently turned his wife and five children out of his house into the street, and subsequently got the children into his possession by stratagem. Their ages ranged from two to eight years. Upon the mother's application to have them delivered to her, the court was of opinion that it had no power to interfere with the father's authority, and JERVIS, C.J., again drew attention to the distinction between the Court of Chancery and courts of law in this respect.

But when the father is the applicant, the court exercises a wider discretion, and will not give the child to him if he is grossly unfit, or is actuated by improper motives. Thus, in *Sir W. Murray's case*, quoted in *Res v. De Manneville* (*supra*), where the father sought to obtain possession of a child five years old, Lord KENYON, C.J., had no doubt that he was entitled to its custody, unless the court saw reason to believe that he intended to abuse his right by sacrificing the child. And in *Ex parte McClellan* (1831, 1 Dowl. 81) it was said that the court would on *habeas corpus* remove a child from the custody of the mother to that of the father, nothing being shown to prove this to be improper. The principle on which the court acts was stated very definitely by Lord DENMAN, C.J., in *Res v. Greenhill* (1836, 4 A. & E. 624). When a child is brought up on a *habeas corpus*, if he be of an age to exercise a choice, the court leaves him to elect where to go. But otherwise, in order to avoid the temptations to which he would be exposed, it makes an order for him to be placed in the proper custody—namely, the custody of the father. Such right of the father, however, would not be acted upon where the enforcement of it would be attended with danger to the child, as where there is an apprehension of cruelty or of contamination by some exhibition of gross profligacy. In that case the mere fact that the father had formed an adulterous connection was held to be no forfeiture of his rights, he not having brought the adulteress into his house, or into contact with his children, and having no intention of doing so. The matter was somewhat elaborated by COLERIDGE, J., who said that the presumption that the father's custody was the legal one might be rebutted where it was shewn that cruelty or corruption was to be apprehended from him. This reasoning, however, is a little doubtful, and applies rather to a consideration of proper than of legal custody. It is clear that the absence of restraint, which the court looks for, is to be found first in the legal custody of the father, but, under certain circumstances, it will exercise the discretion which Lord MANSFIELD attributed to it in *Res v. Delaval* (*supra*), and decline to place the child with him. Thus there is a mixture of the two principles, one based on legal control, and the other on the discretion of the court to act in the interests of the child, and, as a result, the discretion can only be used where the legal control is strikingly opposed to those interests.

Subsequent cases confirm, but do not materially add to, the principle thus established. An important judgment was given by Lord CAMPBELL, C.J., in *Reg. v. Clarke* (1857, 7 E. & B. 186), where he put clearly the theory which makes this use of the writ of *habeas corpus* possible. A child is supposed, he said, to be unlawfully imprisoned when unlawfully detained from the custody of the guardian, and when delivered to him it is supposed to be at liberty; he mentioned also that there was an admitted qualification on the right of the father, if he was grossly immoral, or if he wished to have the child for any unlawful purpose. And the matter was expounded in *Re Andrews* (L. R. 8 Q. B. 153) and by CORTON, L.J., in *Agar-Ellis v. Lascelles* (*supra*). It should be noticed that the ability of the child to exercise a choice is determined, not at all by mental capacity, but solely by age (*per* Lord CAMPBELL, C.J., in *Reg. v. Clarke* (*supra*); *Re Andrews* (*supra*)). In the case of girls this is sixteen: *Reg. v. Howes* (3 El. & El. 332), and for boys, fourteen: *Agar-Ellis v. Lascelles* (*supra*).

It used to be possible also to sue out a writ of *habeas corpus* in the Court of Chancery, and on such occasions the chancery judges professed to be guided by exactly the same considerations as at common law (Jac. 254 n.); but their power being thus restricted, the procedure was discouraged, and in *Lyons v. Blenkin* (Jac. 245) Lord ELDON directed a petition to be presented instead. The matter is important in considering the effect of section 25, sub-section (10), of the Judicature Act, 1873, which provides that in questions relating to the custody and education of infants the rules

of equity are to prevail. In *Re Goldsworthy* (2 Q. B. D. 75) it was thought that this enabled the special jurisdiction of the old Court of Chancery to be now freely exercised on writs of *habeas corpus*, and countenance is given to the idea by the judgment of LINDLEY, L.J., in *Re Ethel Brown* (13 Q. B. D., at p. 617), in which the Master of the Rolls concurred; but the case presented special features, and can hardly be taken to overrule the very emphatic declaration to the contrary made by the latter judge in *Agar-Ellis v. Lascelles* (*supra*), a declaration to which, apparently, the rest of the court consented. It was there pointed out that, on such writs, courts of law and equity administered the law alike, and that consequently there was no room for the application of the sub-section.

The result appears to be that procedure by *habeas corpus* is operative in the case of girls up to sixteen and boys up to fourteen years of age; that there is no authority for saying that the court can in any case take a child away from its father; but that it will give it into his custody on the ground that his is the legal control, and that only while under that control can it be said, in point of law, to be under no improper restraint. Nevertheless, as the use of the writ for this purpose depends on a mere legal supposition, so the court will exercise a discretion, and decline to give effect to the father's rights where he is grossly unfit to have the child under his control.

## LEGISLATION OF THE YEAR.

### PROTECTION OF CHILDREN FROM CRUELTY.

(PREVENTION OF CRUELTY TO, AND PROTECTION OF, CHILDREN ACT, 1889 (52 & 53 VICT. C. 44).)

II.—*The Custody of the Child*.—We have already referred to section 4 of the Act, which provides for the temporary custody of a child immediately after an offence against it has been committed, but it may be well to notice an important distinction between the first and second parts of sub-section (1). The power conferred on a constable to arrest without warrant applies where any offence under the Act is committed within his view; but the power to remove a child to a place of safety is restricted to cases where an offence is committed under section 1 or sub-section (a) of section 3—that is, it applies to cases of cruelty proper, and of sending out children to beg, under the pretence of singing, &c., but not to cases of improper employment; but while it is limited in this respect, it is wider in another, for the constable acting under it is not required to have seen the offence committed. Obviously, it will be well for him to be very sure that any information upon which he relies is correct, for the power only arises when an offence has been committed, and the Act does not excuse him from liability if it should turn out after all that this is not the case. It may well be, for instance, that an act of cruelty has been committed, but that, inasmuch as the perpetrator is under sixteen, or has not the custody, control, or charge of the child, his conduct does not constitute an offence under the statute. The section should, probably, have given the power in question to a constable who has reasonable ground to believe that an offence has been committed, and that this is its real meaning may possibly be gathered from the provision that the temporary custody will terminate on the discharge of the alleged offender.

The permanent custody of children is provided for by section 5, and this enormously extends the statutory infringements that have been made in recent years on the common law rights of parents and guardians. It may be put into operation upon the happening of any one of three events: a person having the custody or control of a child—the word "charge" is here omitted, but it is difficult to see why—must have been (a) convicted of an offence against the child under section 1—that is, of the offence of cruelty proper—or of any offence involving bodily injury to the child, and punishable with penal servitude; or (b) committed for trial for any such offence; or (c) bound over to keep the peace towards such child. Thereupon any person may intervene, and, without any specified formality, bring the child before a petty sessional court, as defined in the Summary Jurisdiction Act, 1879. This seems to assume that there will be no difficulty in getting hold of the child, but if there is, the power of search given by section 6 may be found useful. When the child is once before the court, it is only necessary for it to satisfy itself that the course proposed is expedient, and an order may then be made taking the child out of the custody of the offending person, and committing it to the charge of a relation or some other fit person who is willing to undertake the responsibility. This will last, in the case of a boy, till he is fourteen years of age; in the case of a girl till sixteen. The question of its maintenance is dealt with in the next sub-section, but an important proviso, which was inserted on the passage of the Bill

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through Parliament, qualifies the effect of the present one. It contemplates apparently the case where some person other than the parent has the custody or control of a child, and then, of course, it is the natural province of the parent to interfere and prevent cruelty. Consequently the section is not to apply unless the conduct of the parent himself is in question. Thus no order for change of custody is to be made unless such parent is either under commitment for trial for the offence, or has been proved to have been party or privy to it, or has been bound over to keep the peace towards the child. It must be remembered that by the definition clause, section 17, the word "parent" includes guardian and every person who is, by law, liable to maintain the child; but even with this extension the proviso may have some curious effects. Thus, if the father and mother of the child are dead, and there is no parent within the statutory definition, the proviso cannot be satisfied, and it appears that the section cannot operate in favour of the child at all.

By sub-section (2) the person to whom the child is committed is to have full parental authority over it, and is to be responsible for its maintenance; at the same time an order for contribution may be made on the parent of the child as though it were detained under the Industrial Schools Act. Having regard, however, to the fact that an order under the section may be made where the parent has merely been committed for trial, it is properly provided that no maintenance order is to be made in such a case, and in the event of his acquittal any order for custody that may have been made is to be void except with regard to anything that has lawfully been done under it. With these provisions is mixed up a curious direction to the court as to the choice of the custodian, which is meant to avoid all chance of proselytizing. An endeavour must be made to ascertain the religious persuasion to which the child belongs, and then, if possible, a custodian of the same persuasion is to be selected. So far no objection can be taken, but it is further provided that if the first custodian is not of the same persuasion, then any person may apply to change the custody upon its appearing that a fit person of the proper persuasion is willing to undertake the charge. Apparently, then, if a Baptist child is placed at the age of three with an Independent custodian and lives with him for several years, the court, nevertheless, has no discretion but to direct its removal to a Baptist whenever application is made and a suitable Baptist found. A provision more utterly regardless of the true interests of the child it would be difficult to imagine, and it may raise some very nice points as to what are different religious persuasions.

By sub-section (3) one of the principal Secretaries of State may, in his discretion, discharge a child from the custody to which it has been committed, either absolutely or on condition, and may make rules in relation to children as regards whom custody orders are made, and also in relation to the duties towards them of the persons to whom they are committed.

## NEW ORDERS, &c.

### THE BANKRUPTCY ACT, 1883.

#### GENERAL RULE. (a)

Whereas by a General Rule made under the Bankruptcy Act, 1869, and dated 19th April, 1877, it was ordered that a qualified officer of the London Bankruptcy Court should give attendance daily to administer Oaths in Bankruptcy from 10 until 2 o'clock at the office provided for the purpose by the Corporation of the City of London: and whereas it is expedient that the attendance of such officer for the purpose mentioned should now be discontinued. It is therefore ordered that from and after the First Day of December now next ensuing, the attendance of the officer at the office provided as above stated for the purpose of administering Oaths in Bankruptcy shall cease and be determined.

Dated the 31st day of October 1889.

HALSBURY, C.  
M. E. HICKS BEACH.

GENERAL RULES made by the LORD CHANCELLOR, with the concurrence of the President of the Board of Trade, pursuant to section 127 of the Bankruptcy Act, 1883.

In any appeal to a Divisional Court of the High Court of Justice from an order of a County Court in a bankruptcy matter, any order or direction incidental thereto, not involving the decision of the appeal, may be given by the Judge to whom Bankruptcy business shall for the time being be assigned or by the Judge exercising Bankruptcy jurisdiction in Chambers, but any such order or direction may be discharged or varied by the said Divisional Court.

(a) The Lord Chancellor has appointed the Registrars of the Lord Mayor's Court and of the City of London Court Commissioners for Oaths.

This Rule may be cited as Rule 134A. of the Bankruptcy Rules, 1886.

If within one week of the making of any order of adjudication, order annulling adjudication, order on application to approve a composition or scheme, order annulling a composition or scheme, or order on application for discharge, such order has not been completed, it shall be the duty of the Registrar to prepare and complete such order; provided that if in any case the judge shall be of opinion that the provisions of this Rule ought not to apply, he may so order; and provided also that where an order of discharge is granted conditionally under Sub-section (6) of Section 28 of the Act, nothing in this Rule shall require the Registrar to prepare and complete the order until the bankrupt has given consent to judgment being entered against him in the prescribed form.

This Rule may be cited as Rule 241A. of the Bankruptcy Rules, 1886.

General Rule 273 of the Bankruptcy Rules, 1886, is hereby altered by revoking the sixth paragraph thereof.

(Signed) HALSBURY, C.

I concur,  
M. E. HICKS BEACH,  
President of the Board of Trade.

12th of December 1889.

### HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

CHRISTMAS VACATION, 1889-90.

#### Notice.

There will be no sitting in Court in the Christmas Vacation.

During the Vacation:—All applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Denman, or the Honourable Baron Pollock.

Mr. Justice Denman will act as Vacation Judge from Monday, December 23. till Tuesday, December 31, both days inclusive. His Lordship will sit in Queen's Bench Judges' Chambers on Friday, December 27, and on Tuesday, December 31. On other days, within the above period, applications in urgent Chancery matters may be made to His Lordship at his private residence, 8, Cranley Gardens, South Kensington, S.W.

Baron Pollock will act as Vacation Judge from Wednesday, January 1, to Friday, January 10, both days inclusive. His Lordship will sit in Queen's Bench Judges' Chambers on Friday, January 3, and Tuesday, January 7. On other days within the above period, applications in urgent Chancery matters may be made to His Lordship at his private residence, The Croft, Putney.

In any case of great urgency the Brief of Counsel may be sent to the Judge by Book-post, or parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the Order he may consider the applicant entitled to, and an envelope capable of receiving the Papers, and addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for Injunctions, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

The Chambers of Mr. Justice Chitty will be open on the 24th, 27th, and 31st of December, 1889, and the 1st, 2nd, and 3rd of January, 1890, from 11 to 2 o'clock.

Chancery Registrar's Chambers, Royal Courts of Justice, Dec. 19.

## CORRESPONDENCE.

### UNWRITTEN SIGNATURES.

[To the Editor of the Solicitors' Journal.]

Sir,—In the case of *Reg. v. Fitzroy-Cowper* (ante, p. 115) it appears to have been held by Lord Coleridge, C.J., and Mathew, J., that the indorsement required by ord. 6, r. 10, of the County Court Rules, 1889, of a solicitor's name and address on a plaint must be in writing, and that if the "signature" of the solicitor be stamped, printed, or lithographed his costs of entering the plaint must be disallowed.

As you have pointed out, others besides solicitors will be affected by this decision—for instance, overseers and revising barristers, whose signatures are frequently stamped on lists which they are required to sign.

I venture to think that the case is not, or at any rate after a week or two will not be, so important as it now appears to be. The requirements of the rule in question, apart from the consequences of the breach of those requirements, have been, in some shape or form, in force for many years, and it has generally been thought sufficient to indorse the address of the solicitor, and sometimes both name and address, by an india-rubber stamp or by using printed or lithographed forms.

Not to go back earlier than 1875, the history of the rule is as follows:—

The County Court Rules of 1875, ord. 7, r. 4, provided that "the solicitor of a plaintiff suing by a solicitor shall indorse on the particulars his name or firm and place of business, and shall state thereon whether he will accept service of proceedings in the action or matter on behalf of the plaintiff."

The County Court Rules of 1886, ord. 6, r. 10, contain a similar provision (except that "where" appears instead of "whether"), but it has the additional words, then added for the first time, "otherwise the costs of entering the plaint by the solicitor shall not be allowed."

The County Court Rules of 1889, ord. 6, r. 10, re-enact the rule of 1886.

The Interpretation Act, 1889 (52 & 53 Vict. c. 63), which comes into operation on the 1st of January, 1890, by section 20 enacts as follows:—"In this Act and in every other Act, whether passed before or after the commencement of this Act, expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form."

It may be mentioned in passing that similar provisions are found in other enactments—e.g., the Municipal Corporations Act, 1882, by section 7 of which "'writing' includes printed and 'written' includes printed," and the Local Government Act, 1888, section 99 of which makes a similar provision, and adds that: "for the purposes of this section the word 'printed' includes any mechanical mode of reproduction."

It would, therefore, appear that after the end of the present year the decision in *Reg. v. Fitzroy-Couper* will be inoperative in consequence of the general enactment of section 20 of the Act of 1889, for, having regard to the provision of section 164 of the County Courts Act, 1888, giving force to the County Court Rules, Orders, and Forms framed by the county court judges appointed by the Lord Chancellor, it can hardly be contended that the provisions of section 20 of the Act of 1889 will be inapplicable in construing them.

36, Waterloo-street, Birmingham.

SHOWELL ROGERS.

#### SECTION 14 OF THE CONVEYANCING ACT, 1881.

[To the Editor of the Solicitors' Journal.]

Sir,—Such a notice as your correspondent, Mr. Arnold, refers to (*ante*, p. 112) is by no means a rarity, although I do not recollect having given such a one myself. But what is Mr. Arnold's objection to it? A landlord ascertains, by his surveyor, that the covenants in his lease have been broken. The surveyor prepares details of this, and then the landlord goes to his solicitor to prepare a proper notice. For this he has to pay, although it is owing to the lessee's default. That is in fact the damage the landlord has sustained. Until 1881, had the landlord brought his action for forfeiture the tenant could not have obtained relief. The Act of that year specified the way in which a landlord was to proceed, and one of the things required of him is that he shall require the lessee to make compensation in money for the breach.

It has been held that a notice without such a requirement is bad: see *Jacques v. Harrison* (12 Q. B. D. 136), in which Grove, J., and Huddleston, B., adopted the view taken by Bacon, V.C., in *North London Land Co. v. Jacques*. From a note in your paper for 1886, p. 650, it seems that Lord Justice Bowen, sitting at *Nisi Prius*, in a case of *Greenfield v. Harrison*, took the same view. The section and its requirements were intended as a relief to lessees, and it is surely better to get off a breach by the payment of 42s. than to have a forfeiture against which there is no relief. RICHARD BARTRAM.

St. Stephen's-chambers, Moorgate-street, London, E.C., Dec. 13.

[Lord Justice Bowen, in the case referred to, is stated to have remarked that "no thought had been taken of the evil which might be done by the Act"—meaning section 14.—*Ed. S. J.*]

#### COUNTY COURT PROCEDURE.

[To the Editor of the Solicitors' Journal.]

Sir,—I issued a judgment summons in a county court for service on a defendant living in London, the date of issuing on the summons was the 15th of July, and the date set down for hearing the 22nd of October—namely, more than three months from date of issuing. The bailiff did not serve the summons, though the plaintiff affirms that defendant is still living there, and plaintiff could easily serve defendant and now wishes to do so. I now (9th of December) applied for another judgment summons to be issued free of charge as the last was not served, and am met with the reply, "It is more than three months since date of issuing of last summons, and plaintiff must make fresh affidavits, &c., and pay the fees over again," which in this case are heavy.

My application, you will notice, is within three months of date of

hearing, and it was impossible to apply within three months of date of issuing, as no return was made of summons not being served, though several inquiries were made, till the 20th of October (two days before date of hearing).

Cannot something be done to remedy this?

T. W.

#### THE CUSTODY OF PAPERS AT JUDGE'S CHAMBERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the advertisement which I have sent you asking solicitors recently before Mr. Justice Field to look among their papers for an affidavit and exhibits which belong to me, I should be glad to call attention through your journal to the loose manner of dealing with papers at judge's chambers.

This, in my case, has led to the loss (I hope not permanently) of original evidence and valuable securities.

In support of an *ex parte* application, I was obliged to lodge for the consideration of the judge certain original documents, and after due time am informed by the judge's clerk that they have been fetched away, he presumes by me.

A voucher issued on leaving such documents, and to be presented before they can be got away, would prevent this.

10, Pancras-lane, Queen Victoria-street,  
London, E.C., Dec. 16.

SIDNEY CHAPMAN.

#### COMMISSIONERS FOR OATHS.

[To the Editor of the Solicitors' Journal.]

Sir,—Mr. Braithwaite, in his manual "On Oaths," laid down the rule, "A commissioner may not take an affidavit, &c., in any cause or matter in which he is concerned as solicitor, or where he is clerk to the solicitor for any of the parties."

Does this rule hold good, and, if so, would an affidavit be liable to rejection because it was sworn by the plaintiff (say) before the defendant's solicitor? According to some quotations in your remarks of to-day (p. 106) the practice of taking affidavits in this way seems to be followed.

December 14.

T. P. Y.

We understand that on Wednesday the presentation to Mr. Skirrow, the late taxing master, of the portrait of himself by Professor Herkomer, which had been subscribed for by solicitors and personal friends, took place. There were present a large number of solicitors and many of the taxing masters, together with other personal friends of Mr. Skirrow, including Lord Wolsley and Mr. Bancroft, the actor. The President of the Incorporated Law Society, Mr. Grinham Keen, was also present. A few short speeches were made, and everything passed off very pleasantly.

With regard to Lord Coleridge's remark in *Reg. v. Marks and Others* that under-sheriffs throughout England deliberately break the law in not summoning on petty juries persons belonging to the class of special jurors, Mr. Gepp, Under-sheriff of Essex, writes to the *Times* to say that "this statement comes as a surprise, as I had hitherto supposed that all the other under-sheriffs followed the same practice as ours—namely, to take care that a third of the panel consists of persons belonging to the class of special jurors. In view of Lord Coleridge's remarks, I propose to bring this question to the notice of the Under-Sheriffs' Association, of which I am honorary secretary. Section 19 of the Juries Act, 1870, subsection 2, provides that 'no juror shall be exempted from serving as a common juror by reason of his being on any special jurors' list or being qualified to serve as a grand juror.' This enactment, coupled with the provisions of section 11, should have altered the practice, section 11 rendering it unnecessary for the sheriff to keep a special jury list, and he is prohibited from doing so by section 15."

Mr. Justice Stephen writes to the papers as follows:—"Will you permit me to contradict through you a report which may alarm my friends, and which was first circulated in the Liverpool papers and was copied into a London newspaper on Saturday, conspicuously headed 'Mr. Justice Stephen's Health?' It was in these words—"Mr. Justice Stephen has suffered already from the ailment which has now come upon him." No ailment has come upon me. I am, and for some years have been, in perfect health as far as I know. "But the severity of the nervous attack which now prostrates him is greater than at any previous time in his experience." I was never prostrated by any attack whatever. I never in my life experienced any nervous attack at all. I have experience of newspaper attacks, but I cannot say that I was ever prostrated by them or suffered under them. "He is quite incapacitated from public work." I have discharged every public duty I have had to discharge since the summer of 1885, and I have not been absent since then from my work for a single day. In particular, I have since the 11th of November done all the work on this circuit from Reading to Stafford. "The gravest anxiety prevails as to his return to his judicial duties." I have every reason to hope that I shall take my seat here [Stafford] to-morrow at 10.30.



## CASES OF THE WEEK.

## Court of Appeal.

MYERS v. CATTERTON—No. 2, 16th December.

EASEMENT—LIGHT—IMPLIED GRANT—RAILWAY COMPANY—SALE OF SURPLUS LAND—OBSTRUCTION—INJUNCTION.

This action was brought to restrain an obstruction of light, and a question arose as to the application of the doctrine of implied grant to a sale of surplus land by a railway company. In 1863 a railway company sold to the plaintiff a piece of land on the south-west side of the railway (being part of the surplus lands of the company), and upon this land the plaintiff built a house, where he resided. The windows of the house faced the railway, which at this place ran over a series of brick arches from which the plaintiff's house was distant about 8ft. The sale was carried out by a conveyance dated December 31, 1863, which contained a recital that the company required all the land other than that sold to the plaintiff for the purpose of constructing their railway. It contained no express grant of a right to light, but the plaintiff alleged that from 1863 he had, in fact, enjoyed access of light to his windows through the openings of two of the railway arches. In 1870 the defendant acquired from the railway company the fee simple of the land on each side of the two arches, and a lease for thirty years of the arches themselves. In November, 1887, the defendant erected buildings on the north-east side of the railway, a short distance from the openings of the arches, and in December, 1887, he blocked up with wooden boardings the openings of the two arches on the side nearest the plaintiff's house. The plaintiff brought the action to restrain the defendant from obstructing the light through the arches. Kekewich, J., granted an injunction as to the boarding, and directed an inquiry as to the damages occasioned by the erection of the buildings. On the appeal it was argued that the recital in the conveyance of 1863 that the land retained was required for the purposes of the railway was inconsistent with the notion of an implied grant to the plaintiff of a right to light. The respondents waived their right to an inquiry as to damages, and were not called upon.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that the question was, whether there was any implied obligation on the part of the railway company not to obstruct the plaintiff's light. If the owner of two plots of land, on one of which a house was built, sold that plot with the house, there was an implied obligation on his part not to interfere with the access of light over the other plot to the plot which he sold. That was the law in the case of an ordinary landowner. But it was said that it could not be presumed that a railway company would contract to do anything which might interfere with the construction of their railway, and that here the whole of the unsold land was stated to be required for that purpose. It was clear that the implied contract entered into by the railway company must be subject to this limitation—that they were not to be prevented from doing whatever was necessary for the purposes of constructing their railway. It was argued that this really made the obligation dependent upon the will of the railway company, and that that was inconsistent with the idea of an implied grant. But that was not so. That which was necessary for the construction of the railway did not depend entirely upon the will of the railway company. His lordship was of opinion that the railway company, as owners of the land which they sold to the plaintiff, entered into an implied obligation not to do anything on the land retained by them which would interfere with the plaintiff's reasonable enjoyment of the land sold to him, except what was necessary for the construction of the railway. Was the boarding required for that purpose? Certainly not. The arches were leased, and the tenant had put up the boarding for his own benefit. Even assuming that the boarding was indirectly for the benefit of the railway company, it was not put up for the purpose of constructing the railway. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Neville, Q.C.*, and *Russell Roberts; Warmington, Q.C.*, and *Swinfen Eady*. SOLICITORS, *Saffery, Huntley, & Son; Hicklin, Washington, & Pasmore*.

GRAY v. SMITH AND BENNITT—No. 2, 13th December.

PARTNERSHIP—DISSOLUTION—RIGHT OF CONTINUING PARTNER TO USE NAME OF RETIRING PARTNER—INTEREST IN LAND—STATUTE OF FRAUDS, s. 4.

This was an appeal from a decision of Kekewich, J. A question arose on the Statute of Frauds, and there was another question as to the right of a continuing partner in a firm to use the name of a retiring partner. In 1885 Gray, Smith, and Bennitt entered into partnership as soap manufacturers. The partnership assets consisted in part of certain leasehold premises. In May, 1888, Smith retired on certain terms, and afterwards Bennitt signed the following document:—"Rockingham Soap Works, 31 May, 1888.—Memorandum from Gray, Smith, & Bennitt. This is to record that, in consideration of William Gray, or his executors, paying H. C. Bennitt, or his assigns, the sum of £100 on the 1st of January, 1890, and the sum of £100 on every 1st of January for the nine succeeding years, H. C. Bennitt agrees to withdraw from the firm of Gray, Smith, & Bennitt." In this action Gray claimed specific performance of the agreement, and a declaration that the partnership was thereby dissolved. Smith did not oppose the claim. Bennitt contended that his agreement was, not only to retire from the firm, but to sell his share of the leasehold property; and that, this being an interest in land, there was no memorandum of agreement in writing such as to satisfy section 4 of the Statute of Frauds. Kekewich, J., held that section 4 of the Statute of Frauds applied, but that the document of the 31st of May was a sufficient memorandum. He accordingly made a declaration that the partnership

was dissolved, but he was of opinion that the plaintiff would not be entitled to use Bennitt's name as part of the title of the new firm.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., was of opinion that the agreement was within the Statute of Frauds. The document of the 31st of May did not contain a full statement of all the terms which ought to be stated in writing. But it was not necessary that all the terms should be expressed in that document. It was an executory agreement to be carried into effect by a deed to be afterwards prepared. It was said that there was no mention of any indemnity to Bennitt, which was an essential part of the agreement. But when the agreement was carried into effect by a formal deed, there would be an assignment of the leasehold property to Gray, and an indemnity to the assignor. There was an implied obligation to indemnify the person who gave up the property. It was said that the memorandum did not contain any stipulation as to the time when the withdrawal was to take place, but, in the absence of any fixed time, the withdrawal was to take place forthwith—that is, within a reasonable time; and, in his lordship's opinion, Bennitt's agreement to withdraw from the firm did not imply that the continuing partner should be at liberty to make use of his name, but rather contradicted that notion. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *H. Terrell; Crackanthorpe, Q.C.*, and *Upjohn; Curtis Price*. SOLICITORS, *Indermaur & Brown; Torr & Co.; Pilgrim & Phillips*.

## High Court—Chancery Division.

Re METROPOLITAN COAL CONSUMERS' ASSOCIATION, WAINWRIGHT'S CASE—Kay, J., 16th December.

COMPANY—PROSPECTUS—MATERIAL MISREPRESENTATION.

Wainwright applied to have his name removed from the register of this association on the ground of material misrepresentations in the prospectus. The association was formed on January 31, 1889, with a capital of £250,000 divided into 20,000 preference shares of £10 and 10,000 ordinary shares of £5. The prospectus gave the names of seventeen persons as the council of administration. The statement said to be inaccurate ran as follows: "Extract from the articles of association.—There shall be a council of administration of not exceeding twenty-five members of the association, from whom shall be selected an executive and finance committee of not more than ten nor less than five of such members, which committee shall constitute the board and shall have and exercise all the powers commonly vested in directors. The members of the executive and finance committee also receive remuneration for their services." "Council of Administration." Then followed the seventeen names. Wainwright applied for, and received, a letter of allotment of 25 preference and 250 ordinary shares on or after February 15. At that time the persons named as members of the council were not shareholders, nor had they been appointed members in the manner prescribed by the article. The document purporting to appoint selected members of the council was not signed before the 19th of February. One of the alleged members of the council was Lord Brabourne, who signed a consent to become a member on the 14th of November, 1888, and such consent was appended to a printed statement setting out the proposed government of the association. As a result of certain correspondence Lord Brabourne applied on the 14th of February for 40 preference and 100 ordinary shares to qualify himself for membership of the council, but on the 19th formally revoked his application and withdrew from the council. Rear-Admiral Mayne, another of the seventeen persons, consented to be a member of the council on the 26th of November, 1888, but he declined to take shares, and withdrew from membership on or about the 11th of March, 1889. Sir Stuart Hogg, another of the alleged council, consented to act in January, applied for shares on the 12th of February, but withdrew his application on the 14th and retired from the council on the 19th. Wainwright deposed that he had been induced to take shares on seeing the names of the alleged members of the council, and among them the three above mentioned. It was argued that as these three persons had consented to become members of the council the statements in the prospectus were justifiable.

KAY, J., after holding that the name must be removed, proceeded:—The argument as to consent could not excuse the statement if untrue. If B. makes an untrue statement concerning A. which induces C. to enter into a contract, it is no answer to C. when he seeks to rescind the contract that the untrue statement was made with A.'s consent. But the attempt is to show that the alleged consent made the statement true. I do not agree with the argument. A statement that certain persons are members of the council, which involves their being shareholders also, is a very different thing from a statement that persons who are not shareholders have consented to become members of the council, which is the utmost that ought to have been stated in the prospectus.—COUNSEL, *Morison, Q.C.*, and *George White; Sir E. Clarke, S.G.*, *Sir H. Duvey, Q.C.*, and *Henry Terrell*. SOLICITORS, *W. A. Colyer; Claxton & Hamilton*.

Re HUISE, BRADSHAW v. HUISE—Kay, J., 7th December.

WILL—DEBT—LEGACY TO CREDITOR—DIRECTION TO PAY DEBTS—SATISFACTION.

The testatrix gave a bond to her nephew (to whom she was not in loco parentis) to secure payment to him of £1,000 within twelve months after her death if he should be then living, or to his executors, administrators, or assigns if he should be then dead leaving issue, with interest from the day of her death. By her will she gave him a freehold estate, a legacy of £3,000, and certain pictures and other articles. By a codicil she directed that all her funeral expenses and lawful debts should be paid at once.

KAY, J., said that there was no difference between a direction to pay debts and legacies and a direction to pay debts only. The direction to pay debts was sufficient to rebut the presumption that the debt of £1,000 was satisfied by the legacy of £3,000, and the nephew was therefore entitled to receive both.—COUNSEL, *Cann; Methold; Renshaw, Q.C., and Grosvenor Woods; Martin, Q.C., and Butcher.* SOLICITORS, *Frith Needham for T. Hamilton Urry, Ventnor; W. E. Tyer; Roseliffes, Rawle, & Co.*

*Re GILLETTS' TRUSTS*—Chitty, J., 14th December.

APPOINTMENT OF NEW TRUSTEES—VESTING ORDER—COLONIAL TRUST COMPANY—TRUSTEE ACT, 1850, ss. 32, 34—TRUSTEE ACT, 1852, s. 9.

In this case a petition was presented by the Trustees, Executors, and Agency Co. of Melbourne, and by the widow and children of a deceased testator, praying that two solicitors, who were in co-partnership, and who were the English agents of the company, might be appointed trustees of the testator's real estate in England, and for a vesting order. It appeared that the testator, who was domiciled in the colony of Victoria, by his will gave all his property to trustees upon trust to sell and convert, and hold the proceeds upon usual trusts for his widow and children, but he directed that no sale of his real estate should be made without the consent of his widow. By Acts of the Legislature of Victoria the company was entitled to undertake executorships and trusts generally, and in particular administration in the room of persons named executors if authorized by them. The trustees had given the company the necessary authority, and had also disclaimed the trusts of the will. The agents proposed to be now appointed trustees had, as attorneys for the company, got in and remitted to the company the testator's personalty in England, amounting to some £20,000. The real estate in England was valued at £31,000. The testator's property in Victoria was valued at some £60,000. The company undertook trusteeships at a fixed rate of 2½ per cent. In Victoria a private trustee or executor is by law entitled to remuneration at 5 per cent.

CHITTY, J., after a careful examination of the affidavits of fitness, made the order.—COUNSEL, *Byrnes, Q.C., and Sargant.* SOLICITORS, *St. Barbe, Sladen, & Wing.*

*HOPKINSON v. MIERS*—Chitty, J., 13th December.

CONVEYANCING ACT, 1881 (44 & 45 VICT. C. 41), s. 25, SUB-SECTION 2—FORECLOSURE—ORDER FOR SALE.

In this case the question arose whether the court would, under the following circumstances, in the exercise of the discretion conferred upon it by the Conveyancing Act, 1881, s. 25, sub-section 2, direct a sale of mortgaged property. The plaintiff, a first mortgagee for £9,000, on the 31st of October, 1881, obtained an ordinary foreclosure judgment *nisi* with liberty to any party to apply for a sale. The defendants were a second mortgagee for £10,000, a third mortgagee for £35,000 (holding also other security for the mortgage debt), and the mortgagor. An application by the second mortgagee for an immediate sale had been refused in chambers, and he now moved to discharge the order of refusal. The mortgagor's evidence was to the effect that the mortgaged property formed part of a family estate, and that he was anxious to save it, and his solicitor deposed that he was satisfied that the mortgagor was solvent and as to the sufficiency of the security, and the applicant produced no evidence as to its insufficiency. The plaintiff offered to take an order for sale not to be enforced until the 1st of February, 1890. *Union Bank v. Ingram* (30 W. R. 375, 20 Ch. D. 463) was referred to.

CHITTY, J., after observing that there could be no question as to the jurisdiction of the court to make an order under the Act, said, however, that he declined to make an order. There was no evidence as to the insufficiency of the security, and behind the applicant's mortgage was another for £35,000, and, moreover, there was direct evidence of the mortgagor's solvency and expectation of paying off the mortgagees. He refused the motion with costs.—COUNSEL, *Byrnes, Q.C., and Pattullo; S. Moore; Brinton.* SOLICITORS, *Bell, Brodick, & Gray; Ellis & Ellis.*

*Re EVANS, BEYNON v. EVANS*—Chitty, J., 14th December.

R. S. O., LV., 13A—PETITION—VESTING ORDER.

In this case, judgment having been obtained for administration of a deceased's estate, and for the appointment of new trustees and a vesting order, it appeared in 1889, when the trustees were selling, that a small portion of the estate was not vested in the trustees. An application for a further vesting order, having been made in chambers, was refused by the chief clerk, on the ground that the application should have been, not by summons, but by petition.

CHITTY, J., said that the order should have been made upon summons.—COUNSEL, *Allen; Church.* SOLICITORS, *Thomas White & Son.*

*FAITHFULL v. WOODLEY*—North, J., 14th December.

PRACTICE—MOTION FOR JUDGMENT IN DEFAULT OF PLEADING—FORECLOSURE ACTION—CLAIM FOR PERSONAL JUDGMENT—ALLEGATION OF AMOUNT DUE—ADMISSION—FORM OF JUDGMENT—R. S. O., XIX., 13; XXVII., 11; LV., 5 (A).

A question arose in this case as to the proper form of the personal judgment against the mortgagor in a foreclosure action upon his covenant to pay the mortgage debt and interest. The plaintiff was an equitable mortgagee of leaseholds. The mortgagor (the sole defendant) had covenanted to pay the mortgage debt with interest, and, upon the request of the mortgagee, to execute a mortgage to him of certain leasehold property, by way of underlease or of assignment of the residue of

the original term, as security for the debt and interest, and that meanwhile the property should be charged with the payment to the mortgagee of the mortgage debt and interest. No mortgage had been executed. The statement of claim alleged that £175, with interest from a specified day, was due to the plaintiff. The plaintiff claimed an account of what was due to him by virtue of his mortgage; payment of the amount found due; and, in default of payment, to have his security enforced by foreclosure or sale, and an assignment of the property for the residue of the term, and possession thereof. The defendant did not enter an appearance to the writ. The plaintiff moved for judgment in default of pleading. The defendant did not appear on the hearing of the motion. The plaintiff's counsel asked that, instead of an account being directed, the judgment might be in the alternative form approved by the Court of Appeal in *Farrer v. Lacey, Hartland, & Co.* (31 Ch. D. 42), as applicable to a case in which the amount due on the mortgagor's personal covenant is admitted or proved at the trial—viz., judgment for the amount admitted or proved—on the ground that, by rule 13 of order 19, the defendant, by not pleading, must be taken to have admitted the amount due to be that which the plaintiff alleged, and, therefore, an account was unnecessary.

NORTH, J., said that, as the defendant did not appear, the judgment could only be for the relief asked by the statement of claim. The plaintiff might have asked, by his statement of claim, for judgment for the sum which he alleged to be due, but he had not done so. The defendant's admission by not pleading could only be treated as made for the purpose of the relief which was asked by the statement of claim.

On the opening of the case,

NORTH, J., asked why the application had not been made by summons.

The plaintiff's counsel said that the reason was, that rule 5 A. of order 55 does not contain any provision that an order for conveyance of the legal estate in property subject to an equitable mortgage can be made on summons.

NORTH, J., said that it was not necessary to decide whether there was jurisdiction to order a conveyance on summons, but he should give no special direction as to costs.—COUNSEL, *J. G. Wood.* SOLICITORS, *Faithfull & Owen.*

*Re WELLS, WELLS v. WELLS*—North, J., 7th December.

INFANT—MAINTENANCE—ACCUMULATIONS OF SURPLUS INCOME—RIGHT TO ACCUMULATIONS—CONVEYANCING ACT, 1881, s. 43.

In this case a question arose as to the effect of section 43 of the Conveyancing Act, 1881. Section 43 provides: "(1) Where any property is held by trustees in trust for an infant, either for life, or for any greater interest, and whether absolutely, or contingently, on his attaining the age of twenty-one years, or on the occurrence of any event before his attaining that age, the trustees may, at their sole discretion, pay to the infant's parent or guardian, if any, or otherwise apply for or towards the infant's maintenance, education or benefit, the income of that property or any part thereof, whether there is any fund applicable to the same purpose, or any person bound by law to provide for the infant's maintenance or education, or not. (2) The trustees shall accumulate all the residue of that income in the way of compound interest . . . and shall hold those accumulations for the benefit of the person who ultimately becomes entitled to the property from which the same arise." A testator by his will gave to his trustees a moiety of a sum of £2,600 and of a freehold house, upon trust, if and when R., an infant, should attain twenty-one, to pay the income arising from the moiety to her during her life, for her separate use without power of anticipation, and after her death the moiety was to be held in trust for her children, with remainders over. Provided that, if R. should be under age at the testator's death, the trustees might, in their discretion, apply the whole, or such part as they should think fit, of the income arising from the said moiety for her maintenance, education, and support, and such part of the income as might not be required for such purposes should be accumulated and invested so as to follow the corpus of the fund or premises from which it arose. And the testator devised and bequeathed the residue of his real and personal estate to his trustees, upon trust for sale and conversion, and to hold one sixth part of the proceeds upon trust to pay the income to the infant during her life for her separate use without power of anticipation, with remainder on trust for her children, with remainders over. The testator died in March, 1884; the infant attained twenty-one in May, 1889. In January, 1886, an order was made by North, J., in the matter of the infant, that £100 per annum should be allowed for the maintenance of the infant, and that the trustees of the will should, out of the funds subject to the trusts declared by the will in her favour, pay the £100 to her guardian. The trustees, in pursuance of this order, made the payments of £100 a year to the guardian out of the whole income, without distinguishing between that of the moiety of the £2,600 and the house, to which the infant was entitled contingently on her attaining twenty-one, and that of the share of residue to which she was absolutely entitled, and they accumulated the surplus income. They did not exercise any discretion as to which fund should be applied to the payment of the maintenance. As a matter of fact the income arising from the moiety of the £2,600 and of the house was not sufficient to pay the £100 a year allowed for maintenance. The present originating summons was taken out by the trustees for the determination of the question whether the infant was entitled to the accumulations of income during her minority, or whether they belonged to corpus, and how the payments for maintenance ought to be apportioned between the two funds. It was contended on behalf of the remaindermen that, by virtue of the words of section 43,—"shall hold the accumulations for the benefit of the person who ultimately becomes entitled to the property from which the same arise"—the infant was not entitled to the accumulations of the income of the share of residue which was given to her absolutely, but that



they formed part of the *corpus*, and must be held by the trustees accordingly.

NORTH, J., held that the allowance for maintenance must be treated as having been paid out of that income to which the infant was entitled contingently on her attaining twenty-one, and that she was absolutely entitled to the accumulations of the income of the share of the residue. He thought *Re Buckley's Trusts* (22 Ch. D. 583) was exactly in point. He was not satisfied that the word "property" in sub-section 2 of section 43 did not mean the income from which the accumulations had arisen. It was not necessary to say that "property" meant "capital" exclusively; but, if necessary, he should hold that the infant was, as regarded the income of the share of residue, the person "entitled to the property" within the meaning of the section. And, as the trustees had not exercised any discretion as to the apportionment of the maintenance between the two funds, *Lucas v. King* (11 W. R. 818) was an authority that the court could now make the apportionment, and it ought to be made in the manner most for the benefit of the infant—i.e., by throwing the maintenance upon the fund to which she was only contingently entitled.—COUNSEL, *James Rolt; Colt; Marvey*. SOLICITORS, *R. B. Wheatley, Son, & Daniel*.

[In the 3rd edition of Hood and Challis on the Conveyancing Acts, in a note (p. 116) on sub-section 2 of section 43, it is said: "When this section is relied upon in the case of an infant tenant for life, the accumulations will go, not to the infant himself, but to the person who ultimately becomes entitled to the property from which they arise." And in the 5th edition of Wolstenholme and Turner's Conveyancing Acts, in a note (p. 95) on sub-section 2, it is said (referring to the decision in *In re Buckley's Trusts*): "This seems directly contrary to the wording of the section, which expressly gives the accumulations to the person who ultimately becomes entitled to the capital, and puts the income of a contingent fund (where it produces income) and of a vested fund on the same footing."]

*Re JODRELL, JODRELL v. SEALE*—Stirling, J., 15th December.

WILL—CONSTRUCTION—"TRANSMISSIBLE"—"RELATIONS HEREINBEFORE NAMED."

The will of the late Rev. Sir Edward Reppe Jodrell, after a number of charitable and other gifts, contained the following clause (clause 37):—"As to all the residue and remainder of my real and personal estate not hereby effectually disposed of, I direct the same to be equally divided among such of my relations hereinbefore named as, by virtue of the trusts and provisions hereinbefore contained, shall become entitled to a vested transmissible interest in any part of my property, and, as to such of them as are females, for their separate use respectively and without power of anticipation." Questions having arisen as to the meaning of this clause, and particularly as to the meaning of the word "transmissible" and the expression "my relations hereinbefore named," a summons had been taken out for the purpose of obtaining the decision of the court upon them. This summons now came on for hearing.

STIRLING, J., said that the word "transmissible" meant "capable of transmission after death." No clearer illustration of the meaning of the word could be found than in *Nannock v. Horton* (7 Ves., at p. 402), where Lord Eldon spoke of an annuity not being transmissible, but ceasing with the annuitant. With regard to the words "relations hereinbefore named," his lordship said he must adopt that construction which would give to every word its accurate meaning. "Relations" meant, strictly, "legitimate relations," and "named" (as stated by Kindersley, V.C., in *Re Holmes*, 1 Drew. 321) meant "mentioned nominatim, if not by all their names, by some at least, either their Christian or their surnames." He must construe the clause in accordance with this view. It was argued on behalf of the relations strictly so-called of the testator that "named" was used in the sense of "mentioned" or "referred to"; but that would render the word inoperative, for the clause would then have precisely the same effect as if the words "hereinbefore named" had been omitted. It was also argued on behalf of persons who were not strictly relations, but had been recognized by the testator as such, that the words "hereinbefore named" pointed to such recognition; but that would import into those words far more meaning than the testator intended them to bear, and would also render it necessary to extend the word "relations" beyond its strict and accurate meaning.—COUNSEL, *Lyttelton Chubb; Rigby, Q.C., and O. James; Sir Henry James, Q.C., Renshaw, Q.C., and Ingle Joyce; Phipson Beale, Q.C., and Trevelyan; Farwell; Graham Hastings, Q.C., and Swinfen Bady; Levett; Sir Horace Davey, Q.C., and Rushleigh; Fischer, Q.C., and Hadley*. SOLICITORS, *Satchell & Chapple; Druces & Atiles; Lambert & Roskell; Lows & Co.; Wadson & Malletson; Walker & Whitfield*.

## High Court—Queen's Bench Division.

*REG. v. HALLIDAY*—14th December.

CRIMINAL LAW—INFLECTING GRIEVOUS BODILY HARM—THREATS PRODUCING TERROR—INJURY SUFFERED IN ATTEMPT TO ESCAPE—24 & 25 VICT. C. 100, s. 20.

The prisoner was tried at the Durham Quarter Sessions upon an indictment charging him with unlawfully and maliciously inflicting grievous bodily harm upon his wife. He was convicted and sentenced to six months' imprisonment with hard labour. The question for the consideration of the court was whether the prisoner was properly convicted upon the evidence, of which the following is a summary:—For a long period before the occurrence which gave rise to this charge the prisoner had been

in the habit of coming home intoxicated, and on such occasions he frequently used threatening language towards his wife, but he had not actually used violence to her. On this occasion he came home drunk and used insulting language to his wife. On her attempting to go to her bed in an adjoining room he fastened the door and window and said, "I'll make you so that you can't go to bed." She went to a window, removed the fastening, and got partially outside; her daughter held her by one arm to prevent her falling; the prisoner ordered the daughter to let go, which she did, and the prosecutrix fell into the street and broke her leg. The prisoner then stood at the window and jeered at her. The contention on behalf of the prisoner was that the injuries to the prosecutrix were caused by herself, and were not "inflicted" by the prisoner within the meaning of section 20 of 24 & 25 Vict. c. 100.

LORD COLERIDGE, C.J., said that the conviction ought to be affirmed. The law had been fully laid down in the case of *Reg. v. Martin* (8 Q. B. D. 54), where it was held that a man who had created a panic in a theatre or taken advantage of a panic and obstructed the means of exit so that people were injured in the crush was answerable for the consequences of his act. In the present case the woman came to her injury by getting out of a window and falling; that might have been an act done deliberately or voluntarily, and in that case the prisoner could not have been convicted of inflicting the injury. But the prisoner had threatened his wife more than once, and on this occasion had used words which amounted to a threat against her life; she rushed to the window and was being held there by her daughter, part of her body being outside. If the prisoner had struck the daughter with just sufficient violence to make her let go, could anyone doubt but that that would have been the same thing as if he had actually shoved her out. He did what had the same effect, he ordered her to let go. If a man created in the mind of another a sense of immediate danger, which caused that other to attempt to escape and he was injured in the attempt, the person creating that state of mind was responsible for the injury thus caused. MATHEW, J., said that the prisoner, by his violence, had caused the woman to get out of the window, and in his opinion he was directly responsible for the injury consequent upon that act. CAVE, DAY, and A. L. SMITH, JJ., concurred. Conviction affirmed.—COUNSEL, *L. Walton and Simey*. SOLICITOR, *Newlands, Newcastle*.

*REG. v. THE JUSTICES OF BROMLEY*—11th December.

WEIGHTS AND MEASURES—POSTMASTER—FALSE WEIGHTS—JURISDICTION OF MAGISTRATES—WEIGHTS AND MEASURES ACT, 1878 (41 & 42 VICT. C. 49), ss. 25, 59.

Rule nisi calling on the justices of Bromley and the Inspector of Weights and Measures for the district to shew cause why a writ of prohibition should not issue to prohibit the justices from hearing and determining a certain information. On the 11th of November, 1889, an information was preferred by one James Davis, Inspector of weights and measures for the district of Bromley, Kent, against Alfred Nicholls, who kept the post office at Down, Kent, for having on the 8th of November, 1889, unlawfully in his possession for use for trade one scale which was false and unjust. From the affidavits used in the case it appeared that Mr. Nicholls was the master of the post office, and he also carried on, in the same shop in which the business of the post office was conducted, the business of a bakery, and by the Act 6 & 7 Will. 4, c. 37, he was bound to sell bread by weight, and to have in his shop proper weights and scales for that purpose. The inspector of weights visited the shop, and inspected the weights and scales used by Mr. Nicholls in his business, and found them correct. These weights were small weights used for weighing small things, and were Mr. Nicholls' own property. There were in the shop no other weights and scales suitable for weighing bread, except the post office weights. The business of the post office was carried on at the same counter as that at which the bakery business was conducted, and the post office weights were on the counter used for weighing the bread, there being only the one counter. The inspector tested some of the post office weights, and found two of them false by a small amount. The postmaster said that he never used the post office weights for weighing bread, or in any part of his business, other than the post office business, and both he and his wife in their affidavits stated the same thing, and that they did not know the weights were false. The weights in question were post office weights, supplied by the authorities, and belonged to the Crown. There was no suggestion that Mr. Nicholls knew these weights were inaccurate, or that they were used by him for the purposes of his trade. A summons was taken out against the postmaster, under section 25 of the Weights and Measures Act, 1878, for being in possession of unjust weights. Section 25 enacts that "Every person who uses or has in his possession for use for trade, any weight, measure, scale, . . . or weighing-machine, which is false and unjust, shall be liable to a fine not exceeding £5"; and section 59 enacts that where any weight, &c., is found in possession of any person carrying on trade within the meaning of this Act, or on the premises of any person which are used for trade, such person shall be deemed, for the purposes of this Act, until the contrary is proved, to have such weight, &c., in his possession for use for trade. A rule for a prohibition was obtained.

THE COURT (LORD COLERIDGE, C.J., and MATHEW, J.) held that, as it must be a condition precedent to the right of the justices to enter on the inquiry that the inquiry itself should be within the scope of their jurisdiction, and that in this case the inquiry was not within the scope of their jurisdiction, as the weights in question were the property of the Crown, and were not within the scope or contemplation of the Act, and that the rule for a prohibition should be made absolute.—COUNSEL, *Sir R. E. Webster, A.G., and Caserley; Poland, Q.C., and R. S. Wright*. SOLICITORS, *The Solicitor of Inland Revenue; Lister & Willott, Bromley*.

## JONES v. MARSHALL—12th December.

PAWNBROKER—UNREDEEMED PLEDGE—SALE—DEFICIT—RIGHT TO RECOVER FROM PAWNER—PAWNBROKERS ACT, 1872 (35 & 36 VICT. c. 93).

A novel point was raised in this case as to the right of a pawnbroker to recover from a pawner the balance of the loan where the sale of the unredeemed pledge has resulted in a deficit. The defendant, by his agent, had pawned with the plaintiff, a pawnbroker, a gold watch for £8, and had received in the usual way a pawnticket, with the "special contract" according to form 7 of the 3rd schedule to the Pawnbrokers Act, 1872, printed on the back of it. The watch was not redeemed within the year and seven days, and was accordingly sold by auction (see section 19 of the Act), and produced the sum of £5 5s. The pawnbroker sued for the deficit, £3 15s., in the Liverpool County Court, and was nonsuited, on the ground that the special contract contained all the terms of the contract, and excluded the plaintiff's common law right to recover the amount of the loan. On the other side it was argued that, the special contract being silent on this matter, the common law right remained, and was, besides, distinctly contemplated in section 22 of the Act.

LORD COLERIDGE, C.J., held that the county court judge was wrong, and allowed the appeal. The contract was a contract of pledge, and the pledgee was clearly entitled to recover the balance of the amount he had lent if a sale of the property pledged did not suffice to satisfy the whole sum, unless there was anything in the Act to prevent his doing so. The contract must be read with the Act, but there was nothing in the Act or the schedule which excluded the plaintiff's common law right to recover his debt. MATHEW, J., concurred. Section 22, which dealt with the application of a surplus on the sale of one pledge to supply the deficiency on the sale of another pledge of the same pawner, was conclusive as to the right of the pawnbroker to recover the amount of the deficit. Appeal allowed.—COUNSEL, *Finlay, Q.C.*, and *Bonney; O'Feely*. SOLICITORS, *Bremner & Son; Levy & Robinson*.

## REG. v. GARNER—14th December.

CRIMINAL LAW—EVIDENCE—PRACTICE—PUTTING IN DEPOSITIONS.

Case stated by the chairman of the Norfolk Quarter Sessions. The prisoner was indicted for entering land at night in pursuit of game. At the trial the prisoner's mother was called as a witness on his behalf; she was cross-examined as to her depositions, and she admitted that she had told a different story when before the magistrates from that which she had then told in her examination in chief. During the chairman's summing up one of the jurors said he would like to know the exact words which this witness had used before the magistrates, and asked to hear the depositions read. The prisoner's counsel objected that the depositions had not been put in, and that for the chairman to read them would be a misreception of evidence. The chairman overruled the objection, and read the depositions. The prisoner was convicted. The questions for the consideration of this court were, whether the reading of the depositions under the circumstances above stated was a misreception of evidence, and whether, if that were held to be so, the conviction should be quashed.

LORD COLERIDGE, C.J., said the evidence had been rightly received, and the conviction must be affirmed. It was clear that, if the witness contradicted her depositions, the cross-examining counsel, who, most probably, had those depositions in his hand, might have put them in for the purpose of refuting her evidence; the only question was, whether that must be done at that time, or whether the learned chairman might do it later in the case. In substance, it was done at the time. But, in his lordship's opinion, at any time before verdict the presiding judge was the proper person to decide what evidence (within reasonable bounds) should be placed before the jury. It constantly happened, even during the summing up, that if the judge had misconceived a fact a witness was recalled, and a question put as to what he did or did not say. That was always possible until the matter had passed out of the hands of the judge and the jury had given their verdict. The only objection that could be made was that depositions which might have been put in at one place in the trial were put in at a later point at the request of a juror. That was the merest technicality, and ought not to be encouraged. It was not suggested that the prisoner's counsel was prevented from re-examining the witness, and shewing, if possible, that the words in the depositions were not really different from the words then used. There was no substance in the objection to the reception of this evidence. MATHEW, J., was of the same opinion. It appeared to him that the fact that the witness had contradicted her depositions was agreed to, and her original statement was practically put in evidence then. The jury wanted to hear the actual words, and the learned chairman was quite right in letting them hear them. CAVE, J., said it was his constant practice to allow a witness to be recalled at any stage of the trial, and what the learned chairman did was nothing more than that. DAY and A. L. SMITH, JJ., were of the same opinion. Conviction affirmed.

## LAW SOCIETIES.

## UNITED LAW SOCIETY.

Dec. 16.—Mr. Common in the chair.—Mr. H. W. Marcus moved—“(1) That education in the public elementary schools should be free; (2) That free breakfasts should be provided for children attending such schools whose parents are unable to supply them with food.” The motions were opposed by Mr. C. W. Williams, the other speakers being

Messrs. A. Gilbert, D. McMillan, G. D. Elliman, A. K. Common, J. L. V. S. Williams, W. S. Sherrington, and O. Herbert Smith. Mr. Marcus replied, and, on the motions being put separately, a great deal of cross-voting took place; but in the end both resolutions were carried by a majority of two. The House then adjourned until January.

## LAW STUDENTS' JOURNAL.

## RESULTS OF THE FINAL HONOURS EXAMINATION.

From the classified list published last Friday it appears that out of eighty-nine candidates who gave notice only twenty were successful, of whom only one was placed in the first class. The second and third classes, which are placed in alphabetical order, consist of five and fourteen candidates respectively; a goodly number of graduates appear in the third class, but the first and second classes are marked by their absence.

Mr. ERNEST IVENS WATSON, the first and only prizeman, was articled to Mr. James Heygate, of Wellingborough. Educated at Tettenhall College, near Wolverhampton, he passed while there the Junior Cambridge Local with first class, and the Senior with second class honours, and matriculated at London University thirty-sixth in honours. Since his stay with Messrs. Nicholson, Graham, & Graham, Mr. Watson passed the Intermediate LL.B. (London), and obtained the exhibition. Articles having expired in June, he devoted his time to reading for the Final, in which he has so distinguished himself. He did not attend any law lectures, nor was he "coached" in any way for the examination.

## THE BAR GENERAL EXAMINATION.

The questions set at the Hilary Examination in Real and Personal Property are given below, with references to pages of the text-books where the appropriate answers can be found.

1. Describe the nature and incidents of the right of escheat. (Williams' Real Property, 16th ed., p. 150, &c.) How has it been affected by recent legislation? (Goodeve's Realty, p. 372.)
2. Mention the various cases in which an estate in lands may be made to vest by virtue of a statute or statutory authority. (Edwards' Compendium, pp. 374—377; and see also Conveyancing Act, 1881, s. 34 (1), &c.)
3. Explain and comment on: courtesy of England (Goodeve's Realty, p. 133); base fee (Goodeve's Real Property, p. 87); innocent conveyance (Williams' Real Property, 16th ed., p. 234); equitable waste (Goodeve's Realty, p. 53).
4. What powers of leasing has a copyholder, and how do leases granted by him operate? (Williams' Real Property, p. 406.) How have such powers been extended by the Settled Land Act? (Williams' Realty, p. 407 n.)
5. Mention any peculiarities of the law relating to tithes and tithe rent-charge. (Williams' Realty, pp. 389—391.)
6. Explain the operation of the power of sale and exchange formerly usually, and now sometimes, inserted in settlements of real estate. (Goodeve's Real Property, pp. 302, 303.) Is it necessary to restrict the duration of its operation in consequence of any rule of law? Give reasons for your answer. (Farwell on Powers, p. 87.)
7. In what different ways may personal chattels be made the subject of charge or security? (Williams' Personal Property, pp. 38, 39, 67, 166.) Mention the different kinds of bailment and the liability of the bailee in respect of each. (Broom's Common Law, pp. 838—843.)
8. Enumerate the clauses formerly inserted in conveyances and mortgages of real estate which may now be dispensed with in reliance on the provisions of the Conveyancing and Law of Property Act, 1881. (See sections 63 (6) (7), and sections 19, 20, 23, 24.)
9. What is meant by the expression "satisfied term"? (Goodeve's Realty, p. 169.) In what different ways can it be made to cease? (Goodeve, pp. 169, 170.)
10. State briefly the different cases in which, and as against whom respectively, voluntary settlements of (a) real, (b) personal, estate may become void. (Goodeve's Real Property, pp. 111, 112, &c.)

## THE INCORPORATED LAW SOCIETY.

## HONOURS EXAMINATION.

November, 1889.

At the examination for Honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

## FIRST CLASS.

Ernest Ivens Watson, who served his clerkship with Mr. James Heygate, of Wellingborough; and Messrs. Nicholson, Graham, & Graham, of London.

## SECOND CLASS.

[In Alphabetical Order.]

Walter Barrow, who served his clerkship with Mr. Arthur Godlee, of the firm of Messrs. Wragge, Evans, Holliday, & Godlee, of Birmingham; and Messrs. Mackrell, Martin, & Godlee, of London.

Edward Henry Bone, who served his clerkship with Mr. Nicholas Donnithorne, of Fareham and Gosport; and Mr. Alfred Harry Ewer, of London.

Sydney James Ellis, who served his clerkship with Mr. Robert Thomas Wragg, of London.



Frederick Herbert King, who served his clerkship with Mr. Edmund George Harrison, of the firm of Messrs. Harrison & Powell, of London.  
George Alexander Macdonald, who served his clerkship with Mr. Alfred Pointon, of Birmingham; and Messrs. Robinson, Preston, & Stow, of London.

### THIRD CLASS.

[In Alphabetical Order.]

Thomas William Seager Berry, who served his clerkship with Mr. William Onslow Times, of Hitchin.

William Henry Vipond Bythway, who served his clerkship with Mr. Henry Bythway, of the firm of Messrs. Bythway & Greenway, of Pontypool.

Francis Owen Clutton, LL.B., who served his clerkship with Messrs. Field, Roscoe, & Co., of London.

John Edgar Duffit, who served his clerkship with Mr. Frederick Tucker Aston, of London.

Montague Fordham, B.A., who served his clerkship with Messrs. Ryland & Co., of Birmingham; and Messrs. Sharp & Co., of London.

Lansdown Harding, LL.B., who served his clerkship with Mr. Richard Rendle Miller Daw, of Exeter; and Messrs. Cooze, Kingdon, & Cotton, of London.

Reginald Hippley, who served his clerkship with Mr. James Cochrane, Messrs. Veale & Co., and Mr. Thomas Dix Sibly, of Bristol.

John Lee Hirst, B.A., who served his clerkship with Mr. William Simpson Hannam, of Leeds, of the firm of Messrs. North & Sons, of Leeds; and Messrs. Vincent & Vincent, of London.

William Henry King, who served his clerkship with Mr. Matthew Alexander Fitter, of Birmingham.

Frederick John Mote, who served his clerkship with Mr. Joseph Mote, of London.

Henry Ward Prebble, who served his clerkship with Mr. Frederick Blasson Carritt, of London.

William James Lewis Richardson, who served his clerkship with Messrs. Jenkins & Evans, of Cardigan; and Messrs. Peacock & Goddard, of London.

Edward Williams, who served his clerkship with Mr. Walter Herbert Morgan, of Pontypidd; and Messrs. Isaac Harris, Wrentmore, & Son, of London.

Edward Dudley Lea Wilmot, who served his clerkship with Mr. William Joseph Fraser, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Watson—Prize of the Honourable Society of Clement's-inn—value 10 guineas; and the Daniel Reardon Prize—value about 25 guineas.

The council have given class certificates to the candidates in the second and third classes.

Eighty-nine candidates gave notice for the examination.

### LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 3.—Mr. Douglas in the chair. —The debate—"That the Septennial Act ought to be repealed, in order to further limit the duration of Parliament"—was opened by Mr. Prest White in the affirmative. He was supported by Messrs. A. M. White, Herbert Smith, and Blagg; and opposed by Messrs. Daniel, Watson, Wheeler, Woodhouse, and Roberts. Mr. Prest White having replied, the question, on being put to the society, was lost.

Dec. 10.—Mr. J. C. Wheeler in the chair.—The debate—"That, having regard to the decision of the House of Lords in *Peck v. Derry*, legislation altering the law with regard to the liability of directors is urgently needed"—was opened by Mr. Rupert Blagden. He was supported by Messrs. T. Douglas, Woodhouse, Windsor, and Savory; and opposed by Messrs. Blyth, Fuller, and Foden-Pattinson. Mr. Blagden replied, and the motion, on being put to the society, was carried.

### COMMISSIONERS FOR OATHS.

The following statement has been issued by the Council of the Incorporated Law Society:—

Numerous and urgent communications have been received by the Council of the Incorporated Law Society from commissioners in London and various parts of the country, in which an expression of opinion from the council is asked as to what are the precise duties of commissioners to administer oaths on taking affidavits. It has been represented by the commissioners that they find themselves in considerable difficulty by reason of the reported *obiter dictum* of one of the judges of the Supreme Court in a recent case, in which his lordship, after observing that the affidavits before him were not read over in the commissioner's presence, and that he took no means to ascertain whether he knew to what the deponents were swearing, said it was the duty of a commissioner before he administers an oath to satisfy himself that the witness thoroughly understands to what he is going to swear, and that the commissioner should not be satisfied by anyone but the witness himself. This expression of opinion on the part of the learned judge has taken the profession very much by surprise. In the view of the council (subject to the exception contained in a rule of court which will be referred to presently), all that a commissioner is required to do is to see that the deponent is apparently competent to depose to the affidavit, and that he knows that he is about to be sworn by the commissioner as to the truth of the statements it contains, and that the exhibits (if any) are the documents referred to. The

council think that the entire responsibility for the contents of the affidavit rests with the deponent and the solicitor who prepares it. It is obvious that it would be impossible for the commissioner to determine whether the deponent understood every statement made in the affidavit, unless he himself had read it to the deponent, and had himself mastered the facts of the case. Such a course would, in the opinion of the council, be impracticable and beyond what they consider to be the duties of the commissioner. In all cases in which oaths are administered by officials of the court, and official persons other than solicitors holding commissions, no such course as that now suggested has ever been adopted. It may be stated in general terms that what is required of the person administering the oath is to ascertain that the deponent is actually in his presence, by inquiring whether the signature to the affidavit before him is the name of the deponent, and is in his own handwriting; and if the answers are in the affirmative, the oath is administered in the following form (Braithwaite's Oaths in the Supreme Court of Judicature, 4th edition, 1881, p. 58, No. 5):—"You do swear that the contents of this your affidavit are true. So help you God." The only exception of which the council are aware to this form of taking the oath is that provided by ord. 38, r. 13, of the Rules of the Supreme Court, 1883, which applies solely to the case of blind or illiterate deponents. It appears to the council that if it were necessary, as explained by the learned judge, to see in every case that the deponent understood the contents of his affidavit, there would have been no necessity whatever for the rule in question. The persons authorized to administer oaths to be used in the Supreme Court are those who have received commissions since the passing of the Judicature Act, 1873, and such persons as were previously to that date entitled to administer oaths. Before the year 1853, oaths in London were administered by the judges and by certain officials of the court and other official persons, and in the country by masters extraordinary in chancery; and after 1853 also by London commissioners, who were then appointed, and the form in which the oath was taken was the same as that which now obtains.

### LEGAL NEWS.

#### OBITUARY.

Mr. HUGH JONES, solicitor (of the firm of Jones & Thomas), of Carnarvon, died on the 19th ult., after a short illness, at the age of seventy-nine. Mr. Jones was admitted a solicitor in 1847, having served his articles with the late Mr. Lloyd Roberts, of Carnarvon, with whom he was for several years in partnership. More recently he was associated with his nephew, Mr. Lewis Rees Thomas, who is clerk to the county magistrates at Carnarvon, and deputy-coroner for the Northern District of Carnarvonshire. Mr. Jones was a perpetual-commissioner for Carnarvonshire. He had filled the office of mayor of Carnarvon. He was also for many years an alderman, and a member of the Carnarvon Harbour Trust. He leaves a widow and two daughters.

Mr. ARTHUR WESTON, solicitor (of the firm of Weston & Barnes), of Brackley, died on the 14th inst. Mr. Weston was admitted a solicitor in 1854, and he had since conducted a large practice at Brackley. He was in partnership with Mr. Charles Boorn Barnes, who is clerk to the magistrates and Commissioners of Taxes for the Hundred of King's Sutton. Mr. Weston was himself clerk to the magistrates and Commissioners of Taxes for the Hundred of Chipping Warden, and he was also a perpetual commissioner for Northamptonshire.

#### APPOINTMENTS.

Mr. EDWARD LOUGHLIN O'MALLEY, Attorney-General of Hong Kong, has been appointed Chief Justice of the Straits Settlements, on the resignation of Sir Theodore Thomas Ford. Chief Justice O'Malley is the eldest son of the late Mr. Peter Frederick O'Malley, Q.C., and was educated at Trinity College, Cambridge, where he graduated as a senior optime in 1864. He was called to the bar at the Middle Temple in Hilary Term, 1866, and he was a member of the Norfolk Circuit. He was for a short time a revising barrister, and he is author (with Mr. Henry Hardcastle) of a series of election reports. He was Attorney-General of Jamaica from 1876 till 1879, when he was appointed Attorney-General of Hong Kong.

Mr. CHARLES GEORGE WALPOLE, barrister, has been appointed Attorney-General of the Leeward Islands, in succession to Mr. Charles Robert Tysser, resigned. Mr. Walpole is the only son of Mr. Charles Walpole, of Cobham, Surrey, and was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Hilary Term, 1873, and he formerly practised on the South-Eastern Circuit. He has been president of the District Court of Larnaca, Cyprus, since 1882.

Mr. WALTER WILLIAM BRODIE, solicitor, of Llanelly and Ammanford, has been appointed Solicitor to the Amman Valley Starr-Bowkett Building Society. Mr. Brodie was admitted a solicitor in 1885.

Mr. FRANCIS HENRY PEPPER, solicitor, of Birmingham and Handsworth, has been appointed Clerk to the Yardley School Board. Mr. Pepper was admitted a solicitor in 1886.

Mr. ODDEN FREDERICK READ, solicitor, of Thetford, Mildenhall, Brandon, and Feltwell, has been appointed Clerk to the Barton Mills School Board. Mr. Read was admitted a solicitor in 1870. He is also registrar of the Mildenhall County Court, and clerk to the Mildenhall School Board, the Thetford Borough Magistrates, and the Mildenhall Tax Commissioners.

Mr. SYDNEY TAYLOR, solicitor, of Buxton, has been appointed Deputy-

Coroner for the High Peak Hundred of Derbyshire. Mr. Taylor was admitted a solicitor in 1886.

Mr. ROBERT PEARSON, solicitor, of Malton and Helmsley, has been appointed Registrar of the Helmsley County Court (Circuit No. 15), in succession to the late Mr. William Simpson. Mr. Pearson was admitted a solicitor in 1883.

Mr. WILLIAM TOMLINSON PAGE, solicitor (of the firm of Page & Scorer), of 9, New Inn, and of Lincoln and Market Rasen, has been appointed Under-Sheriff of the City of Lincoln for the ensuing year. Mr. Page was admitted a solicitor in 1870.

Mr. STEPHEN RONAN, Q.C., has been appointed Senior Prosecuting Counsel to the Post Office on the Munster Circuit in succession to Mr. John Atkinson, Q.C., who has been appointed Solicitor-General for Ireland. Mr. Ronan was called to the bar at Dublin in 1870, and he was appointed a Queen's Counsel a few months ago.

Mr. GEORGE KELLY, barrister, has been appointed Junior Prosecuting Crown Counsel for the county of Sligo. Mr. Kelly was called to the bar at Dublin in 1871. He is a member of the Connaught Circuit.

Mr. WILLIAM HERBERT GREAVES, Solicitor-General for Barbadoes, has been appointed a Queen's Counsel for that Island. Mr. Greaves is the second son of Mr. Michael Thomas Greaves. He was educated at St. Edmund's Hall, Oxford, and he was called to the bar at the Middle Temple in June, 1880.

Mr. WEBSTER BUTCHER, solicitor, of 13, Bouverie-street, has been appointed a Commissioner for Examining Witnesses and taking Affidavits and Acknowledgments of Married Women in the High Court of Judicature of the North-West Provinces of India.

Mr. HENRY GOUDY, advocate, has been appointed Professor of Civil Law in the University of Edinburgh, in succession to the late Mr. James Muirhead. Mr. Goudy was admitted a member of the Faculty of Advocates in Scotland in 1872.

Mr. RICHARD MACKENZIE MERCER, solicitor, of Canterbury, has been appointed Solicitor to the Canterbury Mutual Building Society, on the resignation of Mr. Stringer Oldman Hilton. Mr. Mercer was admitted a solicitor in 1878. He is coroner for the Canterbury Division of Kent.

Mr. CHARLES FRANCIS SAUNDERS, solicitor, of Crewkerne and South Petherthon, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

#### GENERAL.

The *Daily Telegraph* says that, on Sir Arthur Blomfield exhibiting a rough draft of his ground-plan for the new Church House at a meeting of the council of the body which has charge of that institution, it was explained by the Lord Chancellor that if wines were to be sold in the "light refreshment" room, the licence would have to be taken out in the archbishop's name. To this arrangement the archbishop offered emphatic disapproval, and was not even reconciled to it by an assurance from the Lord Chancellor that he himself was a licensed victualler, the refreshment licence for the Law Courts being in his name.

Under the head "How Business is done at the Law Courts," Mr. G. H. Davis writes to the *Times*:—"I have been reading with interest the correspondence in your paper relative to Mr. Justice Kay's remarks as to the mode of administering oaths to deponents of affidavits by commissioners. I have also at times been amused by reading the remarks made by the same judge with reference to the manner of the conduct of solicitors' business and their costs. I should like, therefore, now that the matter above-mentioned is before the public, to call attention to the following facts:—On the 30th of November, 1888, I issued an originating summons which was referred to Mr. Justice Kay's chambers. Many attendances took place before the chief clerk, and ultimately an order was made on the 30th of May, 1889. The draft of this order was obtained after many applications by my clerk on the 17th of June, 1889. This draft, which had taken so long to prepare, is nine folios in length. An appointment was on that day given to settle the draft on the 25th of June, 1889. My clerk attended the appointment, but the order was not settled, because the papers had been mislaid in the judge's chambers. After several further attendances and considerable annoyance, the draft order was settled on the 4th of July, 1889, and was passed and signed by the chief clerk on the 11th of July, 1889. Although the officials were fully aware, by reason of the evidence and the nature of the case, that the matter was urgent in the extreme, and that the order was merely ordinary in form and by no means a difficult one to draw, it took about six weeks to put it into the form in which it could be acted upon. I avoid giving the name of the case for obvious reasons, but the reference number is 1888, P. No. 2,906. I may mention that I hear that this is by no means a singular case.

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
APPEAL COURT		MR. JUSTICE	
No. 2.		KAY.	
Monday, Dec. .... 23	Mr. Jackson	Mr. Leach	Mr. Justice CHITTY.
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEEWICHA.
Monday, Dec. .... 23	Mr. Ward	Mr. Farmer	Mr. Godfrey

The Christmas Vacation will commence on Tuesday, the 24th day of December, 1889, and terminate on Monday, the 8th day of January, 1890, both days inclusive.

#### WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Dec. 13.

##### JOINT STOCK COMPANIES.

###### LIMITED IN CHANCERY.

**AUTOMATIC TRADING CO. LIMITED**—Denman, J. has, by an order dated Oct 10, appointed Thomas Kennedy, 11, Old Jewry chambers, to be official liquidator.  
**BRITH AND NEW ZEALAND MORTGAGE AND AGENCY CO. LIMITED**—Petn for winding up, presented Dec 10, directed to be heard before Chitty, J. on Saturday, Dec 21. Whitehead, Fleet st, solor for petn.  
**JENNER & KNEWSTUB, LIMITED**—North, J. has fixed Saturday, Dec 21, at 1, at his chambers, for the appointment of an official liquidator.  
**J. LEWIS WILLS & CO. LIMITED**—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Frederick Whinney, 8, Old Jewry. Wednesday, Jan 29, at 12, is appointed for hearing and adjudicating upon the debts and claims.  
**PATENT WARE POLISHING CO. LIMITED**—Petn for winding up, presented Dec 11, directed to be heard before Stirling, J. on Saturday, Dec 21. Rhodes & Co, Chancery lane, agents for Rhodes & Evans, Halifax, petner's solors.  
**THE IDAHO GOLD AND SILVER MINES, LIMITED**—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to James Thorne, 85, Gracechurch st.  
**THE SOWERBY BRIDGE TEA, COFFEE, COCOA, AND REFRESHMENT HOUSE CO. LIMITED**—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Mr Alfred Briggs, Sowerby Bridge.  
**WILLIS'S ROOMS, LIMITED**—Petn for winding up, presented Dec 6, directed to be heard before Chitty, J. on Saturday, Dec 21. Nash & Co, Queen st, Cheapside, solors for petners.

##### COUNTY PALATINE OF LANCASTER.

###### LIMITED IN CHANCERY.

**CLIFFHOBOR JURILESS MILL CO. LIMITED**—Petn for winding up, presented Dec 12, directed to be heard before Francis Willis Taylor on Monday, Dec 23, at the Chancery Office, 9, Cook st, Liverpool, at 11. Radcliffe, Blackburn, solors for petners.  
**INDIGO DYING AND PRINTING CO. LIMITED**—By an order made by the Vice-Chancellor, dated Nov 22, it was ordered that the company be wound up. Sykes, Manchester, solor for petn.

##### FRIENDLY SOCIETIES DISSOLVED.

**SICK AND BURIAL SOCIETY**, Holy Trinity Church Schools, Blackburn. Dec 7

*London Gazette*.—TUESDAY, Dec. 17.

##### JOINT STOCK COMPANIES.

###### LIMITED IN CHANCERY.

**CHAMPION FIRELIGHTER SYNDICATE, LIMITED**—North, J. has, by an order dated Dec 2, appointed William Roger Caldwell Moore, 138 and 137, Palmerston bldgs, to be official liquidator.  
**INTERNATIONAL CABLE CO. LIMITED**—Petn for winding up, presented Dec 16, directed to be heard before Stirling, J. on Saturday, Jan 18. Wilkins & Co, Gresham House, Old Broad st, solors for petner.  
**JOHANNESBURG HOTEL CO. LIMITED**—By an order made by Chitty, J. dated Dec 7, it was ordered that the company be wound up. Jackson & Prince, Cannon st, solors for contributories.  
**MAGNETIC IRON MOUNTAINS SMELTING CO. LIMITED**—North, J. has, by an order dated Nov 21, appointed Frederic John Young, 41, Coleman st, to be official liquidator. Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Jan 31, at 1, is appointed for hearing and adjudicating upon the debts and claims.  
**NOTTINGHAM AND DERBY WATER-GAS CO. LIMITED**—By an order made by Stirling, J. dated Dec 6, it was ordered that the voluntary winding up of the company be continued. Taylor & Co. Great James st, Bedford row, agents for Maples & McCraith, Nottingham, solors for company.  
**QUEEN'S AVENUE STORES AND MACHINE MADE BRAD FACTORY, LIMITED**—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Stanley Thomas Weston, the official liquidator. Wednesday, Jan 15, at 12, is appointed for hearing and adjudicating upon the debts and claims.  
**RIO DEL ORO GOLD MINES, LIMITED**—By an order made by North, J. dated Dec 7, it was ordered that the mines be wound up. Goldberg & Langdon, West st, Finsbury circus, solors for petner.  
**SHAPMAN IRON AND STEEL TREATING CO. LIMITED**—By an order made by Kay, J. dated Dec 7, it was ordered that the company be wound up. Harston, Bishopsgate st Within, solor for petner.  
**SHEPHERD IRON AND STEEL TREATING CO. (FOREIGN PATENTS), LIMITED**—By an order made by Kay, J. dated Dec 7, it was ordered that the company be wound up. Harston, Bishopsgate st Without, solor for petner.

###### UNLIMITED IN CHANCERY.

**NORTH LONDON TEAMWAYS CO.**—Petn for winding up, presented Dec 13, directed to be heard before North, J. on Jan 18. Cheston & Sons, Gt Winchester st, agents for Collins & Co, Liverpool, solors for petner.

##### FRIENDLY SOCIETIES DISSOLVED.

**EAST DEREHAM ODD FELLOWS' WIDOWS' AND ORPHANS' SOCIETY**, Lord Nelson Inn, East Dereham, Norfolk. Dec 11

###### SUSPENDED FOR THREE MONTHS.

**SUTTON NEW FRIENDLY SOCIETY**, Stalham Vicarage, Sutton, Norwich. Dec 11

#### CREDITORS' NOTICES.

##### UNDER ESTATES IN CHANCERY.

###### LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Dec. 13.

**TURNER, FREDERICK**, Kingston upon Hull, Clothier. Jan 13. Mason v Turner, Chitty, J. Richardson, New Malton

*London Gazette*.—TUESDAY, Dec. 17.

**BOULTWOOD, ELIZA RUSSELL**, Chesnut, Hertford. Jan 10. Attorney-General v Solicitor to the Treasury, Kay, J. Raven, Temple chambers, Whitefriars.  
**GREEN, FREDERICK**, Long Eaton, Derby, Tailor. Jan 20. Austin v Green, North, J. Williams, Long Eaton  
**TUNNO, CAROLINE**, Upper Brook st, Grosvenor sq. Jan 14. Raikes v Raikes, Chitty, J. Raikes, Coleman st

##### UNDER 22 & 23 VICT. CAP. 35.

###### LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Dec. 6.

**BASTARD, ANNA ESTHER**, Cadogan pl, Chelsea. Jan 15. Currie & Co, Lincoln's inn fields  
**BERRY, JANE**, St Charles sq, Notting Hld. Feb 21. Shaen & Co, Bedford row  
**BLAIR, COVENTRY**, Stamford Hill, nr Whitehaven, Gent. Dec 31. Brockbank & Co, Whitehaven  
**BRADLEY, HANNAH**, Handsworth, Staffs. Jan 10. Johnson & Co, Birmingham



CAWSTON, SARAH ANN, Folly House, nr Braintree, Essex. Feb 8. Janson & Co, Finsbury circus  
 COE, JOSEPH, Stoke upon Trent, Mining Engineer. Jan 7. Julian, Burslem  
 DREW, ANN KIRKBY, Clifton, Bristol. Jan 31. Harwood & Boufflower, Bristol  
 FIBBANK, JOSEPH, Newport, Mon. Jan 1. Fishers & Reece, Essex st, Strand  
 FOX, GEORGE, Brighton, Esq. Jan 20. Upton & Co, Austinfriars  
 FRENCH, ANNE MARIA, Brandon Hill, Bristol. Jan 20. Abbot & Co, Bristol  
 GALLSKELL, ELLIEN, Leamington. Feb 1. Field & Sons, Leamington  
 GARBUTT, LUOY, Wombwell, Yorks. Jan 6. Kenyon & Son, Thorne, via Doncaster  
 GROOM, THOMAS, Wellington, Salop, Gent. Feb 3. Knowles & Littlewood, Wellington  
 HOPWOOD, WILLIAM, Leeswood, nr Mold, Flint, Colliery Manager. Jan 7. Kelly & Keene, Mold  
 LANDFRAE, THOMAS, Wootton Bassett, Wilts, Farmer. Jan 18. Bevir, Wootton Bassett  
 L'ESTRANGE, ALURED AUGUSTUS DAREY, Freegrove rd, Holloway, Journalist, late Lieutenant Colonel Royal Cumberland Militia. Jan 16. Nye & Co, Serjeant's inn, Fleet st  
 LOW, ELIZABETH, Southport. Jan 6. Ackley & Son, Wigan  
 MASON, JANE, East Bridgford, Notts. Jan 6. Heath & Sons, Nottingham  
 MATTHEWS, JAMES HUSON, Lorne rd, Finsbury pk. Jan 16. Booty & Bayliffe, Raymond bldgs, Gray's inn  
 MUNDAY, DANIEL, Wootton, Lincs, retired Farmer. Jan 11. H. E. & R. Mason, Barton upon Humber  
 RATCLIFFE, JOHN, Walsall, Engine Driver. Feb 1. Evans, Walsall  
 SHARPE, SUSAN, Fulbourn, Cantab. Dec 23. Wright, Cambridge  
 SMITH, ELIZABETH, Leagrave Marsh, Beds. Dec 18. Brooke, Luton  
 SWEATH, MARY, Nottingham. Feb 6. Watson & Co, Nottingham  
 STREETON, JOSEPH HARRIE, Cornhill, Solicitor. Jan 31. Turner, King st, Cheap-side  
 SUMNER, WILLIAM ALLEN, Wellington rd, St John's Wood, Surgeon. Dec 31. Powell & Goodall, Essex st, Strand  
 SYKES, SAMUEL, Doncaster, Gent. Jan 15. Saunders & Co, Wath upon Dearne, nr Rotherham  
 TOWSELEY, CHARLES, Southampton, Esq. Jan 31. Crowders & Vizard, Lincoln's inn fields  
 VIVIAN, WILLIAM, Camborne, Cornwall, Retired Engineer. Jan 14. Daniel & Thomas, Camborne  
 WALTON, SAMUEL WARD, Sedburgh, Yorks, Licensed Victualler. Jan 31. Eastwoods & Sutcliffe, Todmorden  
 WEBB, THEODORE VINCENT, Great Gransden, Hunts, Esq. Dec 30. Wilkinson & Co, St Neots  
 WHITEHEAD, GEORGE WOLFE, Madras, East Indies, retired Lieutenant-Colonel. Dec 27. Smith & De Zoete, Finsbury circus  
 WILSON, JOHN, Endmoor, Westmoreland, Innkeeper. Dec 31. Gatey, Ambleside  
 WILSON, MARY, Endmoor, Westmoreland. Dec 31. Gatey, Ambleside

#### London Gazette.—TUESDAY, Dec. 10.

ANDREW, HINDSON, Newholm cum Dunsley, Whitby, Yorks, Farmer. Jan 18. Buchanan & Sons, Whitby  
 BARLOW, JOHN, Market Harborough, Builder. Dec 31. Nicholson, Market Harborough  
 BEVES, HELEN, Chard, Somerset. Jan 6. Clarke & Lukin, Chard  
 BOOTHROYD, THOMAS, Outwood, Yorks, Engineer. Feb 1. Brown & Co, Wakefield  
 BRISTOCKE, REV. MARTIN WHISE, Clifton. Jan 14. Flewker & Page, Wolverhampton  
 CHAPMAN, SARAH, Thirsk, Yorks. Jan 1. Whitham, Ripon  
 CONYNHAM, ELIZABETH LENOX, Cheyne walk, Chelsea. Dec 31. Robins & Co, Lincoln's inn fields  
 CROSSLEY, BENJAMIN, Rochdale. Jan 8. Standing & Co, Rochdale  
 DYKE, AUGUSTUS HART, Wynnstay gardens, Allen st, Kensington, Captain in the Royal Mail Steam Packet Co. Jan 8. Pearce & Co, Southampton  
 ECKERSLEY, GEORGE, Westhoughton, Lancs, Potato Dealer. Dec 31. Balshaw & Hodgkinson, Bolton  
 EVANS, ELIZABETH, Dudley. Jan 27. Ward, Dudley  
 FOWLER, CAROLINE, Aldershot. Feb 1. Foster, Aldershot  
 HURST, AMELIA, Stalybridge, Chester. Dec 23. Buckley & Miller, Stalybridge  
 JAMES, EDWIN, Greyhound yd, Streatham common, Butcher. Jan 20. Ripley, King's rd, Clapham pk  
 JOLLY, ELIZA, Christie rd, Victoria pk. Jan 31. Harcourt & Son, Moorgate st  
 KINGDON, WILLIAM, Manchester, Music Hall Manager. Jan 12. Nelson, Manchester  
 LAFONT, ELIZA, Cheltenham. Jan 1. Vessey, Baldock, Herts  
 LANCASTER, THOMAS, Gerrard's Cross, Bucks, Licensed Victualler. Jan 7. Gresham & Co, Old Jewry chimbrs  
 MITCHELL, WILLIAM, Melcombe Regis, Dorset, Corn Factor. Jan 21. Howard, Weymouth  
 MORRISON, EDWARD CURRIE, Duke st, St James's, Esq, Indian Civil Service. Jan 19. Booty & Bayliffe, Raymond bldgs, Gray's inn  
 PARKER, MARINA ANNE, Cheltenham. Jan 16. Malory, Cheltenham  
 PRENDERGAST, AUGUSTA ELLIS, Brighton. Jan 25. Barker, Bedford row  
 PULLAR, JOHN, St Helens, Lancs, Baker. Dec 24. Barrow & Cook, St Helens  
 REEVE, ELIZABETH, Brookham green, nr Reigate. Jan 9. Robinson, Jermyn st, St James's  
 ROBERTSON, WILLIAM, Warwick, Sergeant Major. Feb 6. Handley & Co, Warwick  
 SANDALL, JOSEPH, Glencogle rd, Streatham, Esq. Dec 26. Mott & Co, Bedford row  
 SAUERWEIN, HEINRICH, Pembroke sq, Earl's court, Gent. Jan 16. Goldberg & Langdon, West st, Finsbury circus  
 SPENCE, JAMES ATKINSON WEST, Bernard st, a retired Surgeon Major in the Madras Army. Feb 1. Sanderson & Co, Queen Victoria st  
 WALKER, MARY ANN, Lewisham, Licensed Victualler. Jan 9. Ruddle, Southampton bldgs, Chancery lane  
 WALTON, HENRY HAYNES, Brook st, Hanover sq, Esq., F.R.C.S.E. Jan 13. Sieveking, Essex st, Strand  
 WELLS, FRANCIS ELIZABETH, Norwich. Jan 14. Tillett & Co, Norwich  
 WILLIAMSON, JAMES WHIGLEY, Ashton under Lyne, Banker's Clerk. Jan 4. Clayton & Wilson, Ashton under Lyne  
 WOOD, JOHN ATTON, Tugall Hall, Northumberland, Lieut.-Colonel. Jan 31. Forster & Dunn, Newcastle on Tyne  
 WOOD, WILLIAM, Farnborough, Southampton, Licensed Victualler. Feb 23. Foster, Aldershot

#### London Gazette.—FRIDAY, Dec. 13.

ADAMS, SUSANNAH, Ladbroke grove, Notting hill. Jan 21. Nicholson & Co, Coleman st  
 BAILLY, FRANCIS JAMES, Liverpool, Physician. March 12. Pierce, Liverpool  
 BALL, WILLIAM ROBERT, Liverpool, Public House Manager. Jan 13. Lumb, Liverpool  
 BROWNEGG, General JOHN STODOLME, C.B., Lowndes st. Jan 31. Baker & Co, Lincoln's inn fields  
 BRYANT, ANN, Hanham, Glos. Jan 31. Sparks, Bradford on Avon  
 BUCHANAN, JAMES, Piccadilly, Archery Manufacturer. Jan 11. Caprons & Co, Savile place, Conduit st, W.  
 COCKEURN, ROBERT ADOLPHUS, Stock Exchange, Stock Dealer. March 10. Alnould, New st, Lincoln's inn  
 CUMBERIDGE, ANNE JANE, Eastbourne. Jan 20. Baileys & Co, Berners st  
 DAVES, BENTON CHARLES, Birmingham, Licensed Victualler. Jan 31. O'Connor, Birmingham  
 DREW, WALTER, Kingston upon Hull, Gent. Jan 25. Laverack, Hull  
 DUKE, HANNAH, Birmingham. Jan 1. Ryland & Co, Birmingham  
 FLETCHER, SUSANNAH, Delorime st, Fulham. Jan 1. Roes & Douglas-Norman, New st, Carey st  
 FULLER, CORNELIA REBECCA, Median rd, Lower Clapton. Jan 31. Law & Worssam, Holborn viaduct  
 GOODLAKE, EMILIA MARIA, Chester sq, Hanover sq. Jan 31. Crowdy & Son, Faringdon, Berks  
 HANCOCK, LOUISA, Alveley, Salop. Jan 20. Hemingway & Son, Bewdley  
 HEWITT, HARRIET, Maidenhead, Berks. Dec 24. Poyser & Bennetts, Maidenhead and New sq, Lincoln's inn  
 HOCKIN, Commander FREDOT, H. M. Ship "Swiftsure." Jan 10. Leighton, Clement's inn  
 HOGG, JAMES, Newcastle upon Tyne, Cartwright. Jan 25. E's ion & Dransfield, Newcastle upon Tyne  
 HOLMES, GEORGE, Broughton, Lincs, Merchant. Jan 15. Freer & Co, Brigg  
 ION, JOSEPH, Hessele, Yorks, Gent. Jan 25. Laverack, Hull  
 JOASS, ELIZABETH DUFF, Bow lane, Poplar. Jan 1. Carter & Bell, Idol lane, Eastcheap  
 KIDD, ANTHONY, Southport, Retired Joiner. Jan 14. Parr & Co, Southport  
 KING, CHARLES, Bedford, Clerk in Holy Orders. Jan 7. Bubb & Co, Cheltenham  
 LAURIE, ERNEST JAMES, Philpot lane, Merchant. Jan 13. McDiarmid & Testher, Newman's ct, Cornhill  
 LAVIS, JOHN, Folkestone. Jan 20. Jennings, Patchull rd, N.W.  
 MAKIN, CHARLES, Rotherham. Jan 25. Harrop & Harrop, Swinton, nr Rotherham  
 MCANN, JOHN, Cheetham, Manchester, Gent. Jan 20. Dixon, Manchester  
 MILLER, AGNES WALKER, Gosport, Hants. Jan 1. Bramson, Portsea  
 MOORE, WILLIAM REID, Disley, Chester, Licensed Victualler. Feb 1. Johnson & Johnsons, Stockport  
 MORGAN, ANNE, Chatham pl, Newcastle upon Tyne. Jan 25. Elsdon & Dransfield, Newcastle upon Tyne  
 MUNTARD, ALFRED HENRY, Shepton Mallet, Somerset, Gent. Jan 18. Baron, Bedford row  
 PALIN, PHEBE, Nottingham, Grocer. Feb 15. Neville, Nottingham  
 PARKINSON, RICHARD, Bessdale, nr Garstang, Lancs, Yeoman. Jan 12. Clarke, Farnham  
 PATRISON, ANNE ELIZABETH, Ipswich. Jan 31. Walker & Co, Theobald's rd, Gray's inn  
 POWELL, THOMAS, Parker's row, Bermondsey, Baker. Jan 18. Savage, Ludgate Hill  
 PURNELL, HENRY ALBERT, Cheltenham, Chemist. Dec 17. Dighton, Cheltenham  
 RHODES, CLARA, Halifax. Jan 15. Rhodes & Evans, Halifax  
 SAMSON, ANNE LAURA, Seagry, nr Chippingham, Wilts. Jan 27. Woodbridge & Sons, Serjeant's inn, Fleet st  
 SANDERSON, HARRIET HALE, Cheltenham. Dec 28. Bubb & Co, Cheltenham  
 SETON-SMITH, ROSAMOND BRIGHT, Sussex villas, South Kensington. Jan 24. Chester & Co, Bedford row  
 SHARMAN, WILLIAM, Holbeach, Lincs, Farmer. Feb 20. Sturton, Holbeach  
 SIMPSON, CHARLOTTE, Gt Grimsby. Jan 31. Haddelsey, Gt Grimsby  
 SMITH, EMMA SMITH, Albert villas, Northumberland pk, Tottenham. Jan 18. Letts Bros, Bartlett's bldgs  
 STEVENSON, ELISA, Richmond rd, Bayswater. Feb 12. Robins & Co, Gresham House  
 STOTT, ISAAC, Rochdale, Retired Innkeeper. Jan 27. Standing & Co, Rochdale  
 THORNBURN, DAVID JAMES STAIG, Cheltenham, Esq. Dec 28. Bubb & Co, Cheltenham  
 VENABLES, SUSAN CATHERINE, Park End, nr Wark on Tyne. Jan 9. Clayton & Gibson, Newcastle on Tyne  
 WALKER, JOSEPH, York, Gent. Jan 4. H. W. & R. Pearson, Malton  
 WALKER, SARAH, Fulford rd, York. Jan 4. H. W. & R. Pearson, Malton  
 WHITTAKER, AGNES, Accrington, Lancs. Jan 18. Sharples, Accrington  
 WICKS, WILLIAM, Worthing, Sussex, Architect. Feb 28. Walker & Co, Theobald's rd, Gray's inn  
 WILKIN, MARTIN, Downham, Isle of Ely, Farmer. Jan 24. Archer & Son, Ely, Cambs  
 WILSON, FRANCES, Grantham. Jan 22. Pratt & Hodgkinsons, Newark upon Trent  
 WITHERS, HENRY, Westbury, Wilts, Gent. Jan 15. Pinniger & Son, Westbury  
 WORDEN, WILLIAM, Lambton rd, Hornsey rise, formerly Office Keeper in the Chancery Registrar's Office. Jan 31. Fitz Payne, Lonsdale chambers, Chancery lane  
 WRIGHT, FRANCIS EDWARD, Surrey st, Strand, Esq, late Commissioner in the Chinese Imperial Maritime Customs. Feb 13. Harwood & Stephenson, Lombard st

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st, Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

A GOOD INVESTMENT.—To purchase a house by a small deposit and a monthly payment of from 6s. to 10s. in addition to the rent (for a period only), is one of the safest and best investments to make. It requires but a small expenditure of capital, whilst it provides a future permanent income.—Apply for further information to the SECRETARY, Temperance Permanent Building Society, 4, Ludgate-hill, London, E.C.—[ADVT.]

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, DEC. 13.

## RECEIVING ORDERS.

ADDIS, FREDERICK, Deal High Court Pet Nov 25 Ord Dec 10  
 ASHMORE, CHARLES, Walsall, Butcher Walsall Pet Dec 11 Ord Dec 11  
 BOULD, SAMUEL, Derby, Miller Derby Pet Dec 7 Ord Dec 7  
 BRADLEY, JOHN, Hugglescote, Leics, Insurance Agent Leicester Pet Dec 10 Ord Dec 10  
 BREWER, GEORGE, Hanover yd, Rye lane, Peckham, Cab Proprietor High Court Pet Dec 9 Ord Dec 9  
 BROCKWAY, THOMAS GODDARD, Nailsworth, Glos, Commercial Traveller Gloucester Pet Dec 11 Ord Dec 11  
 BROOKES, HANNAH, Melbourne, Derbyshire, Licensed Victualler Derby Pet Dec 9 Ord Dec 9  
 BROOKS, JOHN HENRY ALBERT, Ebbw Vale, Mon, Greenegrocer Tredegar Pet Dec 10 Ord Dec 10  
 BROOM, JOHN BENTLY, Ottery St Mary, Devon, Farmer Exeter Pet Dec 10 Ord Dec 10  
 BUCKINGHAM, JOHN, Clenchwarton, Norfolk, Machine Owner King's Lynn Pet Dec 9 Ord Dec 9  
 CLARE, JOHN WILLIAM, Liverpool, Farmer Bangor Pet Nov 23 Ord Dec 10  
 COLLINGS, ROSE, and CLARA COLLINGS, Bootle, Lancs, Boot Dealers Liverpool Pet Nov 30 Ord Dec 11  
 COPELAND, WALTER, High Wycombe, Bucks, Grocer Aylesbury Pet Dec 11 Ord Dec 11  
 CRAIG, NATHANIEL, Upwell, Norfolk, Grocer King's Lynn Pet Dec 9 Ord Dec 11  
 CROSBY, MARTHA, Scarborough, Saddler Scarborough Pet Dec 9 Ord Dec 9  
 CUTLER, EDWIN, late Hanover st, Hanover sq, Tailor High Court Pet Sept 16 Ord Dec 10  
 DABER, RICHARD, Lower Broughton, Salford, formerly Restaurant Manager Salford Pet Dec 9 Ord Dec 9  
 FOXBOROFT, THOMAS, late of Cheetham, Manchester, Provision Dealer Manchester Pet Dec 10 Ord Dec 10  
 GANT, ALBERT JOSEPH, Leeds, Chimney Sweeper Leeds Pet Dec 9 Ord Dec 9  
 GIBBY, WILLIAM HENRY, Pembroke Dock, Haulier Pembroke Dock Pet Dec 11 Ord Dec 11  
 HARVEY, EDWARD, Kingsdown, Bristol, Baker Bristol Pet Dec 9 Ord Dec 9  
 HODGES, WILLIAM, Colwall, Herefordshire, late Farmer Worcester Pet Dec 5 Ord Dec 5  
 IRVING, WILLIAM, Brampton, Cumberland, Blacksmith Carlisle Pet Dec 11 Ord Dec 11  
 JACOBS, HYMAN, Church lane, Whitechapel, Furrier High Court Pet Dec 10 Ord Dec 11  
 KING, GEORGE LAWRENCE, Leicester, Carter Leicester Pet Dec 10 Ord Dec 10  
 LAKERTON, WALTER EDMUND, Gloucester, Wholesale Cabinet Manufacturer Gloucester Pet Dec 10 Ord Dec 10  
 LAWRENCE, ELIZABETH, Brighton, Sussex, Laundress Brighton Pet Dec 11 Ord Dec 11  
 LONG, CHARLES FERGUS, Great Yarmouth, Coal Merchant Great Yarmouth Pet Dec 9 Ord Dec 9  
 MACRY, ELIZA RALPH, Kilburn lane, Kilburn, Licensed Victualler Hastings Pet Nov 23 Ord Dec 10  
 MARTIN, JAMES, Aberystwyth, Mon, General Dealer Newport, Mon Pet Dec 11 Ord Dec 11  
 MASSIE, CHARLES FREDERICK, Market Harborough, Commercial Traveller Leicester Pet Dec 7 Ord Dec 7  
 MATTHEWS, ROBERT, Broseley, Salop, Ironmonger Maseley Pet Dec 10 Ord Dec 10  
 MITCHELL, JOHN CHARLES, Hertford rd, Lower Edmonton, Butcher High Court Pet Dec 9 Ord Dec 9  
 MUNRO, EMILY WESTLAKE, Scarborough, Widow Scarborough Pet Dec 9 Ord Dec 9  
 PAGE, CHARLES, Aston juxta Birmingham, Grocer Birmingham Pet Dec 6 Ord Dec 10  
 PORTER, AMBROSE, Darwen, Lancs, Commission Agent Blackburn Pet Dec 11 Ord Dec 11  
 PRESSLER, CHARLES, Manchester, Provision Dealer Manchester Pet Nov 28 Ord Dec 11  
 RUILD, WILLIAM, Leeds, Railway Clerk Leeds Pet Dec 9 Ord Dec 9  
 SHARP, E. M., Fiddham, Lancs, Commission Agent Buryley Pet Nov 26 Ord Dec 9  
 SMITH, WALTER JOHN, Cardiff, Grocer Cardiff Pet Dec 9 Ord Dec 9  
 TARRY, A. E., Bath Bath Pet Nov 19 Ord Dec 10  
 THOMAS, JANE, and MARTHA THOMAS, Aberystwyth, Cafeteria, Grocers Aberystwyth Pet Dec 10 Ord Dec 10  
 THOMPSON, GEORGE ALEXANDER, Corsley, Wilts, Gent Frome Pet Dec 9 Ord Dec 9  
 TOMLINSON, MARGARET, Crews, Cheshire, Publican Crews Pet Nov 25 Ord Dec 9  
 TURNBULL, DAVID, West Longridge, Northumberland, Farmer Newcastle on Tyne Pet Dec 11 Ord Dec 11  
 ULLATHORPE, ANNIE, Scarborough, Spinster Scarborough Pet Dec 10 Ord Dec 10  
 UZZELL, GEORGE FREDERICK, Nechells, Birmingham, late Merchant Birmingham Pet Dec 9 Ord Dec 9  
 WILLIAMS, HARRY, Cambridge rd, Kilburn, Ironmonger High Court Pet Dec 9 Ord Dec 9  
 WOOD, FRANCIS CHARLES, Bristol, Solicitor's Clerk Bristol Pet Dec 9 Ord Dec 9

WOOD, JOHN ROBERT, Cardiff, Optician Cardiff Pet Dec 7 Ord Dec 7

The following amended notices is substituted for that published in the London Gazette of Dec 10.

WHEALE, WILLIAM EDWARD, Rock, Worcester, late Farmer Worcester Pet Dec 8 Ord Dec 6

## FIRST MEETINGS.

BARTHOLOMEW, WILLIAM HENRY, Woolwich, Oilman Dec 20 at 11 1/2 Victoria st Westminster  
 BOULD, SAMUEL, Derby, Miller Dec 23 at 12 Off Rec, St James's chmbrs, Derby  
 BOWLER, EDWARD, Pulborough, Sussex, Coal Merchant Dec 23 at 12 Off Rec, Pavilion buildings, Brighton  
 BOWLES, HADASSAH, Evering rd, Stoke Newington, Dec 20 at 11 No 16 Room, 30 & 31, St Swithin's lane  
 BROOKES, HANNAH, Melbourne, Derbyshire, Licensed Victualler Dec 20 at 3 Off Rec, St James's chmbrs, Derby  
 BROOM, JOHN BENTLY, Ottery St Mary, Devon, Farmer Dec 23 at 12 The Castle, Exeter  
 CHERRINGWORTH, WILLIAM HENRY, Bewdley, Worcs, of no occupation Dec 20 at 12.30 Ivens & Morton, Solicitors, Kidderminster  
 CURNINGHAM, WALTER, and WILLIAM REUBEN DAY, G.E.R. Goods Depot, Leyton Station, Essex, Timber Merchants Dec 23 at 11 Bankruptcy bldgs, Lincoln's Inn  
 DAVENPORT, WILLIAM, Horwich, Lancs, Provision Dealer Dec 21 at 10.30 18, Wood st, Bolton  
 DAVIES, BENJAMIN, Llangamarch Wells, Brecon, Butcher Dec 21 at 2.30 Off Rec, 11, Quay st, Carmarthen  
 FRENCH, JOHN ERRINGTON, Cockspur st Dec 31 at 11 38, Carey st, Lincoln's Inn  
 GANT, ALBERT JOSEPH, Leeds, Chimney Sweeper Dec 23 at 3 Off Rec, 22, Park row, Leeds  
 GOAD, JOHN, Witherlack, Westmoreland, Farmer Dec 21 at 11 57, Stramontage, Kendal  
 GOULD, ELLEN MADGE, and ANNE MADGE GOULD, Clifton, Milliners Jan 8 at 12 Off Rec, Bank chmbrs, Bristol  
 HARVEY, EDWARD, Bank chmbrs, Bristol  
 IRVING, WILLIAM, Brampton, Cumberland, Blacksmith Dec 23 at 12 Off Rec, 34, Fisher st, Carlisle  
 KEMPSTER, JOHN, New Swindon, Wilts, Grocer Dec 20 at 11.30 Off Rec, 32, High st, Swindon  
 LECOFFER, ABRAHAM, Brockley, Kent, Perfumer Dec 31 at 11 Bankruptcy bldgs, Lincoln's Inn  
 LLOYD, WILLIAM, Kidderminster, Market Gardener Dec 23 at 11 Corbs, Kidderminster  
 LONG, CHARLES FERGUS, Gt Yarmouth, Coal Merchant Dec 21 at 12 Off Rec, 8, King st, Norwich  
 MORRIS, THOMAS, Buxton, Fishmonger Dec 20 at 11.30 Official County chmbrs, Market pl, Stockport  
 MUSGRAVE, JOHN, Leeds, Cloth Manufacturer Dec 30 at 12 Off Rec, 22, Park row, Leeds  
 ODEY, HENRY WILLIAM, Devizes, Wilts, Innkeeper Jan 7 at 12 Off Rec, Bank chmbrs, Bristol  
 PEARCE, MARK, Bristol, Dyer Jan 7 at 1 Off Rec, Bank chmbrs, Bristol  
 PIGOTT, ALFRED, Fenchurch st, Merchant Dec 31 at 11 33, Carey st, Lincoln's Inn  
 PUTMAN, GEORGE JOHN, St Denys, Southampton, Baker Dec 31 at 11 Off Rec, 4, East st, Southampton  
 RIDOUT, GEORGE VATHIEL, Leeds, Surgeon-Dentist Dec 30 at 3 Off Rec, 22, Park row, Leeds  
 SHARP, WILLIAM, Sedgwick, nr Kendal, Labourer Dec 21 at 11.30 37, Stramontage, Kendal  
 STILL, WILLIAM, Patcham, Sussex, Builder Dec 20 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 THOMPSON, GEORGE ALEXANDER, Corsley, Wilts, Gent Jan 7 at 12.30 Off Rec, Bank chmbrs, Bristol  
 TOMLINSON, MARGARET, Crews, Cheshire, Publican Dec 23 at 1.30 Royal Hotel, Crews  
 TURTLE, THOMAS NUNN, Leeds, Clothier Dec 23 at 11 Off Rec, 22, Park row, Leeds  
 ULLATHORPE, ANNIE, Scarborough, Spinster Dec 20 at 11.30 Off Rec, 74, Newborough st, Scarborough  
 WADMAN, JOHN CHARLES, Charlotte st, Euston rd, Contractor Dec 31 at 11 Bankruptcy bldgs, Portugal st, Lincoln's Inn  
 WAKEFIELD, ELISHA, Kinderton, Cheshire, Coal Agent Dec 23 at 1 Royal Hotel, Crews  
 WARD, THOMAS, Mervin rd, Brixton, Builder Dec 20 at 3 119, Victoria st, Westminster  
 WEBSTER, SAMUEL, Leeds, Baker Dec 20 at 11 Off Rec, 22, Park row, Leeds  
 WEEKES, HENRY TIMOTHY, Walton on Thames, Baker Dec 20 at 12 Cannon st Hotel  
 WELLS, PETER MICHAEL, Broad st, Golden sq, Corn Dealer Dec 31 at 2.30 33, Carey st, Lincoln's Inn  
 WHEATLEY, WILLIAM, Chester le Street, Durham, Farmer Dec 20 at 3.30 Off Rec, 23, John st, Sunderland  
 WOOD, FRANCIS CHARLES, Bristol, Solicitor's Clerk Jan 8 at 12.30 Off Rec, Bank chmbrs, Bristol

## ADJUDICATIONS.

BALL, PETER, Manchester, Journalist Manchester Pet Nov 12 Ord Dec 11  
 BALDARD, SARAH FINCH, Bristol, Mourning Warehouseman Bristol Pet Nov 11 Ord Dec 9  
 BEARD, WILLIAM, Cheltenham, Baker Cheltenham Pet Dec 5 Ord Dec 10  
 BOULD, SAMUEL, Derby, Miller Derby Pet Dec 7 Ord Dec 7  
 BRADLEY, JOHN, Hugglescote, Leics, Insurance Agent Leicester Pet Dec 10 Ord Dec 10  
 BERRY, WILLIAM GREENWOOD, Wolkestone, Draper Canterbury Pet Nov 8 Ord Dec 9

BROCKWAY, THOMAS GODDARD, Nailsworth, Glos, Commercial Traveller Gloucester Pet Dec 10 Ord Dec 11  
 BROOKES, HANNAH, Melbourne, Derbyshire, Licensed Victualler Derby Pet Dec 9 Ord Dec 9  
 BROOKS, JOHN HENRY ALBERT, Ebbw Vale, Mon, Greenegrocer Tredegar Pet Dec 10 Ord Dec 10  
 BROOM, JOHN BENTLY, Ottery St Mary, Devon, Farmer Exeter Pet Dec 10 Ord Dec 10  
 BUCKINGHAM, JOHN, Clenchwarton, Norfolk, Machine Owner King's Lynn Pet Dec 9 Ord Dec 9  
 CAMPBELL, ACHIBALD DAVID, Portsmouth, Captain in the Connaught Rangers Portsmouth Pet April 11 Ord Nov 21  
 CROSBY, MARTHA, Scarborough, Saddler Scarborough Pet Dec 9 Ord Dec 9  
 DABER, RICHARD, Lower Broughton, Salford, formerly Restaurant Manager Salford Pet Dec 9 Ord Dec 18  
 DAVENPORT, WILLIAM, Horwich, Lancs, Provision Dealer Bolton Pet Dec 7 Ord Dec 10  
 FOXBOROFT, THOMAS, late of Cheetham, Manchester, Provision Dealer Manchester Pet Dec 10 Ord Dec 10  
 GANT, ALBERT JOSEPH, Leeds, Chimney Sweeper Leeds Pet Dec 9 Ord Dec 9  
 GILBERT, THOMAS, Anstey, Leices, Boot Manufacturer Leicester Pet Nov 23 Ord Dec 10  
 GOTHARD, EDWARD FRANK, Burton on Trent, Tailor Burton on Trent Pet Dec 4 Ord Dec 11  
 GOULD, ELLEN MADGE, and ANNE MADGE GOULD, Clifton, Bristol, Milliners Bristol Pet Dec 6 Ord Dec 11  
 HALKETT, RALPH, Bedford, Plumber Bedford Pet Oct 21 Ord Dec 11  
 HART, THOMAS CHARLES, Bedford, Builder Bedford Pet Oct 30 Ord Dec 11  
 HARVEY, EDWARD, Kingsdown, Bristol, Baker Bristol Pet Dec 9 Ord Dec 11  
 HILL, THOMAS, Leicester, Provision Merchant Leicester Pet Nov 21 Ord Dec 11  
 HODGES, WILLIAM, Colwall, Herefordshire, late Farmer Worcester Pet Dec 5 Ord Dec 5  
 HOLBY, GEORGE, Beverley, Yorks, Botanic Practitioner Kingston-upon-Hull Pet Nov 21 Ord Dec 10  
 IRVING, WILLIAM, Brampton, Cumberland, Blacksmith Carlisle Pet Dec 11 Ord Dec 11  
 JACOBS, HYMAN, Church lane, Whitechapel, Furrier High Court Pet Dec 10 Ord Dec 11  
 JACOBS, JOHN, Chelmsford, Rag Merchant Chelmsford Pet Nov 11 Ord Dec 9  
 KING, GEORGE LAWRENCE, Leicester, Carter Leicester Pet Dec 10 Ord Dec 10  
 LAWRENCE, ELIZABETH, Brighton, Laundress Brighton Pet Dec 11 Ord Dec 11  
 LONG, CHARLES FERGUS, Gt Yarmouth, Coal Merchant Gt Yarmouth Pet Dec 9 Ord Dec 9  
 MARTIN, JAMES, Aberystwyth, Mon, General Dealer Newport, Mon Pet Dec 11 Ord Dec 11  
 MASSIE, CHARLES FREDERICK, Market Harborough, Commercial Traveller Leicester Pet Dec 7 Ord Dec 7  
 MATTHEWS, ROBERT, Broseley, Salop, Ironmonger Broseley Pet Dec 10 Ord Dec 10  
 MUSGRAVE, JOHN, Leeds, Cloth Manufacturer Leeds Pet Dec 3 Ord Dec 11  
 PAGE, CHARLES, Aston-juxta-Birmingham, Grocer Birmingham Pet Dec 6 Ord Dec 10  
 PARKER, FREDERICK SYDNEY, Uplands, Swansea, Commission Agent Swansea Pet Dec 5 Ord Dec 5  
 PORTER, AMBROSE, Darwen, Lancs, Commission Agent Blackburn Pet Dec 11 Ord Dec 11  
 REDPATH, HENRY, Hulme, Manchester, Tobaccoconist Manchester Pet Nov 20 Ord Dec 11  
 ROUSE, JOHN, Leicester, Florist Leicester Pet Dec 10 Ord Dec 10  
 RUDD, WILLIAM, Leeds, Railway Clerk Leeds Pet Dec 9 Ord Dec 9  
 RUMLEY, ALFRED GEORGE, Bristol, Cabinet Maker Bristol Pet Nov 15 Ord Dec 9  
 SMITH, CHARLES, Tower chmbrs, London Wall, Hoiler High Court Pet Dec 5 Ord Dec 9  
 SMITH, HARRY, Bristol, Carpenter Bristol Pet Nov 29 Ord Dec 9  
 SMITH, WALTER JOHN, Cardiff, Grocer Cardiff Pet Dec 9 Ord Dec 9  
 SPELL, WILLIAM COLE, Leicester, Grocer Leicester Pet Nov 25 Ord Dec 10  
 THOMAS, JANE, and MARTHA THOMAS, Aberystwyth, Cardiganshire, Grocers Aberystwyth Pet Dec 10 Ord Dec 10  
 THOMPSON, GEORGE ALEXANDER, Corsley, Wilts, Gent Frome Pet Dec 9 Ord Dec 9  
 THOMPSON, JAMES ANDREW BAIRD, Tofnes, Devon, Doctor of Medicine East Stonehouse Pet Dec 3 Ord Dec 11  
 TOMLINSON, MARGARET, Crews, Cheshire, Publican Crews Pet Nov 25 Ord Dec 10  
 TUCKER, ROBERT, Wells, Somerset, Bootmaker Wells Pet Nov 27 Ord Dec 9  
 TURNBULL, DAVID, West Longridge, Northumberland, Farmer Newcastle on Tyne Pet Dec 11 Ord Dec 11  
 WALSH, HENRY WESTERHA, Rolleston, Wilts, Clerk in Holy Orders Salisbury Pet Nov 25 Ord Dec 9  
 WEALE, WILLIAM EDWARD, Rock, Worcester, late Farmer Worcester Pet Dec 8 Ord Dec 6  
 WEBSTER, SAMUEL, Leeds, Baker Leeds Pet Dec 5 Ord Dec 10  
 WOOD, FRANCIS CHARLES, Bristol, Solicitor's Clerk Bristol Pet Dec 9 Ord Dec 9  
 WOOD, JOHN ROBERT, Cardiff, Optician Cardiff Pet Dec 7 Ord Dec 7  
 WOOD, THOMAS, Almondsbury, Huddersfield, Mason Huddersfield Pet Dec 4 Ord Dec 9



*London Gazette*—TUESDAY, Dec. 17.  
RECEIVING ORDERS.

BARRETT, ALBERT GEORGE, Derby, Late County Court Clerk Derby Pet Dec 12 Ord Dec 12  
BARNETT, THOMAS, Appleton, in Widnes, Lancs, Cooper Liverpool Pet Dec 12 Ord Dec 12  
BISSETT, WILLIAM CRELLIS, JAMES FRANCIS BISSETT, and LAWRENCE COLGRAVE BISSETT, Sheffield, Builders Sheffield Pet Dec 4 Ord Dec 12  
BOYD, CHARLES, St. Stephen's avenue, Shepherd's Bush, late Assistant Registrar-General of Seamen and Shipping High Court Pet Dec 12 Ord Dec 12  
BOYLE, WILLIAM, Merthyr Tydfil, Draper Merthyr Tydfil Pet Dec 13 Ord Dec 13  
CHAMBERS, GEORGE, Iken, Suffolk, Earthenware Manufacturer Ipswich Pet Dec 10 Ord Dec 10  
CHRISTMAS, HENRY, Southsea, Grocer Portsmouth Pet Dec 11 Ord Dec 11  
CLARKE, WILLIAM, Flitton, Beds, Pig Dealer Bedford Pet Dec 13 Ord Dec 13  
CLEGG, THOMAS BENJAMIN, Leeds, Mungo Manufacturer Dewsbury Pet Dec 13 Ord Dec 13  
CLOUGH, JAMES, Pike Hill, nr Burnley, Farmer Burnley Pet Dec 14 Ord Dec 14  
COYLE, WILLIAM, Manchester, Ladies' Tailor Manchester Pet Dec 12 Ord Dec 12  
CURD, MARK, Croydon, Surrey, Builder Croydon Pet Nov 23 Ord Dec 10  
CURR, MAUD BUNA, Southport Liverpool Pet Nov 28 Ord Dec 10  
DYE, JOHN HENRY, Whitehorse lane, South Norwood, Banker's Clerk Croydon Pet Dec 11 Ord Dec 11  
EKLAY, WILLIAM, Otley, Yorks, Whitesmith Leeds Pet Dec 11 Ord Dec 12  
FOX, GEORGE, the elder, Heigham, Norwich, Builder Norwich Pet Dec 13 Ord Dec 13  
FREELAND, WILLIAM, Ewell, Surrey, Farmer Croydon Pet Dec 12 Ord Dec 12  
GOTT, BENJAMIN, Nottingham, Carter Nottingham Pet Dec 14 Ord Dec 14  
GRANTHURSTADEN, JOSEPH, and SAMUEL WALTON, Manchester, Managers in the employ of a Limited Co Manchester Pet Dec 13 Ord Dec 13  
GUNTER, WILLIAM, Colchester, Clerk in Holy Orders Colchester Pet Dec 12 Ord Dec 12  
GWATKIN, ARTHUR JOHN CAMPBELL, late King st, St James's, Solicitor High Court Pet April 17 Ord Dec 13  
HARRIES, GEORGE, Brawley, Pembs, Farmer Pembroke Dock Pet Dec 13 Ord Dec 13  
HENSON, H., Oldfield rd, Broughton rd, Stoke Newington, Builder High Court Pet Oct 15 Ord Dec 9  
HOGG, SAMUEL, Horsepools, nr Stroud, Glos, Stone Merchant Gloucester Pet Dec 13 Ord Dec 13  
HOUSE, JOHN ROBERT, Mark, Somerset, Farmer Wells Pet Dec 13 Ord Dec 13  
KEMP, WILLIAM JAMES, West Cowes, L.W., Shipping Clerk Newport and Ryde Pet Dec 13 Ord Dec 13  
KILBY, JOHN, Gloucester, Hotel Manager Gloucester Pet Dec 13 Ord Dec 13  
LEE, GEORGE HENRY, Sheffield, late Publican Sheffield Pet Nov 26 Ord Dec 12  
LEE, HENRY, Sheffield, Steel Roller Sheffield Pet Nov 26 Ord Dec 12  
LILWALL, TOM HUGHES, Newport, Mon, Commercial Traveller Newport Pet Dec 13 Ord Dec 13  
LISTER, JOE, Lee, Kent, Gardener Greenwich Pet Dec 11 Ord Dec 11  
LYONS, WOLFE SIMON, Fulham rd, Auctioneer High Court Pet Dec 13 Ord Dec 14  
MANTUA and MONTFERRAT, Prince of, Elgin avenue, Harrow rd, Maida vale High Court Pet Nov 29 Ord Dec 14  
MOBB, HERBERT, Peterborough, Shoemaker Peterborough Pet Dec 14 Ord Dec 14  
MORGAN, JOHN EDLINGTON, Gainsborough, Fish Dealer Lincoln Pet Dec 13 Ord Dec 13  
MORLEY, JAMES, Fareham, Hants, Baker Portsmouth Pet Dec 13 Ord Dec 13  
NORTON, GEORGE, Cardiff, Grocer Cardiff Pet Dec 12 Ord Dec 12  
RICHARDSON, JOHN, York, Newsagent York Pet Dec 12 Ord Dec 12  
ROE, WILLIAM SLEATH, Market Harborough, Brush Maker Leicester Pet Dec 14 Ord Dec 14  
ROSBITER, THOMAS, Flint st, Walworth, Saw Dust Contractor High Court Pet Nov 11 Ord Dec 12  
SAINT, ARTHUR EDWARD, Tonge, Leicester, Farmer Leicester Pet Dec 14 Ord Dec 14  
TURNER, WILLIAM, Benlugh rd, Thornton Heath, Surrey, Milkseller Croydon Pet Nov 6 Ord Dec 10  
UAWIN, GEORGE TAYLOR, Whitley, Yorks, Jet Ornament Manufacturer Stockton on Tees and Middlesbrough Pet Dec 11 Ord Dec 11  
WEBBER, ALEXANDER, Mark lane, City of London, Wine Merchant High Court Pet Dec 2 Ord Dec 12  
WHELDON, JAMES, Bedale, Yorks, Draper Northampton Pet Dec 11 Ord Dec 11  
WICKHAM, JOHN CORNEY, Kingsdown, Bristol, Traveller Bristol Pet Nov 30 Ord Dec 13  
WIDDOWSON, THOMAS, Beeston, Notts, Commercial Traveller Nottingham Pet Dec 13 Ord Dec 13  
WIGGINS, JOSEPH, Sandford St, Martin, Oxon, retired Farmer Oxford Pet Dec 14 Ord Dec 14  
WILSON, GEORGE HENRY, Chickenley Heath, nr Dewsbury, Mungo Manufacturer Dewsbury Pet Dec 12 Ord Dec 12  
WYMER, WILLIAM, Aldersgate st, Cook High Court Pet Dec 14 Ord Dec 14

The following amended notice is substituted for that published in the *London Gazette* of Dec 10.  
THORNTON, HARRY, Seven Sisters rd, Tottenham, Joiner Edmonton Pet Dec 6 Ord Dec 6

## FIRST MEETINGS.

AIR, TUNIS, Wyde green, nr Birmingham, Commission Agent Jan 1 at 11 25, Colmore row, Birmingham  
BRADLEY, JOHN, Hugglescote, Leicestershire, Insurance Agent Dec 24 at 12.30 Off Rec, 34, Friar lane, Leicester  
BUTTON, THOMAS GUNSON, Caistor, Lancs, Ironmonger Dec 31 at 11.30 Off Rec, 3, Haven st, Gt Grimsby  
CARVER, JAMES EDWARD, White Horse st, Stepney, Traveller for a Sewing Machine Manufacturer Jan 7 at 11 33, Carey st, Lincoln's inn  
CHAMBERS, GEORGE, Iken, Suffolk, Earthenware Manufacturer Dec 24 at 12 Off Rec, Ipswich  
CHRISTMAS, HENRY, Southsea, Grocer Dec 30 at 3.30 188, Queen st, Portsea  
CHAGG, NATHANIEL, Upwell, Norfolk, Grocer Dec 24 at 3 Off Rec, 8, King st, Norwich  
DABER, RICHARD, Lower Broughton, Salford, formerly Restaurant Manager Dec 31 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester  
DABY, CHARLES HORACE, Birmingham, late Jeweller Jan 2 at 3 25, Colmore row, Birmingham  
FOXCOFT, THOMAS, late of Cheetham, Manchester, Provision Dealer Dec 31 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester  
FRANKLIN, HENRY GEORGE, New Cleve, Lincs, Painter Dec 31 at 11 Off Rec, 3, Haven st, Gt Grimsby  
GOLDING, FRANK, Hop Exchange Jan 1 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
GOODMAN, GEORGE, Birmingham, Coal Merchant Jan 1 at 3 25, Colmore row, Birmingham  
GRAY, JOHN, Birmingham, Dentist Jan 2 at 11 25, Colmore row, Birmingham  
HUGGOTT, WILLIAM GEORGE, Church st, Lissongrove, Stationer Jan 1 at 11 33, Carey st, Lincoln's inn  
JAMES, JAMES, Pontardawe, Glamorganshire, Grocer Dec 31 at 11 Castle Hotel, Neath  
JONES, WILLIAM, Mountain Ash, Glamorganshire, Collier Dec 30 at 2.30 Off Rec, Merthyr Tydfil  
JONES, WILLIAM, THOMAS JONES, and EDWARD JONES, Trechard, Glynneath, Glamorganshire, Colliers Dec 30 at 12 Off Rec, Merthyr Tydfil  
KEMP, WILLIAM JAMES, West Cowes, L.W., Shipping Clerk Dec 24 at 1 Holyrood chambers, Newport, I.W.  
KING, GEORGE LAWRENCE, Leicester, Carter Dec 24 at 3 Off Rec, 34, Friar lane, Leicester  
MASSIE, CHARLES FREDERICK, Market Harborough, Commercial Traveller Dec 25 at 11 Off Rec, 34, Friar lane, Leicester  
MASTERS, FRANCIS, late Grosvenor rd, Mildmay pk, Highbury, Merchant Jan 2 at 11 33, Carey st, Lincoln's inn fields  
MATTHEWS, ROBERT, Broseley, Salop, Ironmonger Jan 8 at 11.30 County Court Offices, Madeley  
MCLOUGHLIN, JOHN JOSEPH, Gt Grimsby, Fisherman Dec 31 at 12 Off Rec, 3, Haven st, Gt Grimsby  
MONKEY, JAMES, Southwick, nr Fareham, Hants, Baker Dec 30 at 4 188, Queen st, Portsea  
PORTER, ABERNOSH, Darwen, Lancs, Commission Agent Jan 14 at 2.30 County Court House, Blackburn  
PRICE, JONATHAN, Llanrwst, Denbighshire, Quarryman Dec 30 at 5 Victoria Hotel, Llanrwst  
RICHARDSON, JOHN, York, Newsagent Dec 24 at 12 28, Stonegate, York  
ROBINSON, ARNOLD TURNER, Leytonstone, Electrotypist Jan 1 at 12 33, Carey st, Lincoln's inn fields  
ROBINSON, JOHN, Norton, Campsall, Yorks, Market Gardener Dec 31 at 11 Off Rec, Figtrees lane, Sheffield  
ROE, WILLIAM SLEATH, Market Harborough, Brushmaker Dec 30 at 34, Friar lane, Leicester  
RUDD, WILLIAM, Leeds, Railway Clerk Dec 30 at 11 Off Rec, 22, Park row, Leeds  
RUST, CHARLES WILLIAM, Kingston upon Hull, Iron Merchant Dec 30 at 11 Off Rec, Trinity House lane, Hull  
SHARP, EDWARD MORTIMER, Padham, Lancs, Commission Agent Jan 9 at 1 Exchange Hotel, Nicholas st, Burnley  
SMITH, EDWARD ALBERT, Aston juxta Birmingham, Plumber Jan 8 at 11 25, Colmore row, Birmingham  
WILLINGTON, STEPHEN, Finsbury circus, Commission Agent Jan 2 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
WRENCH, RICHARD AUGUSTUS, Boughton, Chester, Market Gardener Dec 30 at 11.30 Off Rec, Crypt chbrs, Chester

## ADJUDICATIONS.

ADDIS, FREDERICK, Deal High Court Pet Nov 25 Ord Dec 12  
ARGENT, EDWARD JOHN, Crooked lane, Refreshment Contractor High Court Pet Sept 15 Ord Dec 9  
ASHMORE, CHARLES, Walsall, Butcher Walsall Pet Dec 11 Ord Dec 12  
BARRETT, ALBERT GEORGE, Derby, late County Court Clerk Derby Pet Dec 13 Ord Dec 13  
BARTHOLOMEW, WILLIAM HENRY, Woolwich, Oilman Greenwich Pet Nov 19 Ord Dec 7  
BARNETT, THOMAS, Appleton in Widnes, Lancs, Cooper Liverpool Pet Dec 9 Ord Dec 12  
BOYD, CHARLES, St. Stephen's avenue, Shepherd's Bush, late Assistant Registrar-General of Seamen and Shipping High Court Pet Dec 12 Ord Dec 12  
BRUNER, GEORGE, Hanover yd, Rye lane, Peckham, Cab Proprietor High Court Pet Dec 9 Ord Dec 12  
BURBARD, SIR HARRY P., Spanish Exhibition, Earl's court, Baronet High Court Pet Sept 18 Ord Dec 13

CHAMBERS, GEORGE, Iken, Suffolk, Earthenware Manufacturer Ipswich Pet Dec 10 Ord Dec 10  
CHRISTMAS, HENRY, Southsea, Grocer Portsmouth Pet Dec 11 Ord Dec 11  
CLARKE, WILLIAM, Flitton, Beds, Pig Dealer Bedford Pet Dec 13 Ord Dec 13  
COYLE, WILLIAM, Manchester, Ladies' Tailor Manchester Pet Dec 12 Ord Dec 12  
CRAWFORD, WILLIAM, South Shields, Clothier Newcastle on Tyne Pet Dec 7 Ord Dec 12  
DABY, CHARLES HORACE, Sparkhill, Birmingham, late Jeweller Birmingham Pet Dec 2 Ord Dec 12  
DYE, JOHN HENRY, Whitehorse lane, South Norwood, Banker's Clerk Croydon Pet Dec 11 Ord Dec 11  
EVANS, ROBERT, Southdown Park, Wimbledon, Architect Kingston, Surrey Pet Aug 15 Ord Dec 12  
FINCH, ROLAND, Silvertown Chemical Works, Victoria Docks, Chemical Manufacturer High Court Pet Nov 1 Ord Dec 14  
FOX, GEORGE, the elder, Heigham, Norwich, Builder Norwich Pet Dec 13 Ord Dec 13  
FRENCH, JOHN EBBINGTON, Cockspar st High Court Pet Aug 30 Ord Dec 13  
GILBERT, JOSIAH, Alton, Hants, Outfitter Winchester Pet Dec 2 Ord Dec 12  
GOLDING, FRANK, Hop Exchange High Court Pet July 4 Ord Dec 14  
HALL, GEORGE ALBERT, Stamp Cross, nr Halifax, General Carrier Halifax Pet Nov 25 Ord Dec 11  
HARRISON, THOMAS, Ilkeston, Derbyshire, Draper Derby Pet Nov 13 Ord Dec 12  
HUMPHREY, HENRY JOHN, Montpellier sq, Knightsbridge, no occupation High Court Pet Dec 6 Ord Dec 14  
JONES, JULIUS, Cheapside, Forwarding Agent High Court Pet Nov 11 Ord Dec 14  
KEMP, WILLIAM JAMES, West Cowes, L.W., Shipping Agent Newport and Ryde Pet Dec 13 Ord Dec 13  
KILBY, JOHN, Gloucester, Hotel Manager Gloucester Pet Dec 11 Ord Dec 13  
LEWIS, JOHN WORKMAN, Alcester, Warwickshire, Grocer Birmingham Pet Nov 16 Ord Dec 12  
LILWALL, THOMAS HUGHES, Newport, Mon, Commercial Traveller Newport Pet Dec 13 Ord Dec 13  
LISTER, JOE, Lee, Kent, Gardener Greenwich Pet Dec 11 Ord Dec 11  
LLOYD, DAVID, the younger, Shanklin, I.W., Surgeon Newport and Ryde Pet Dec 5 Ord Dec 5  
METHICK, FRANK E., Carlisleford rd, Hampstead, Gent High Court Pet Nov 22 Ord Dec 14  
MOBB, HERBERT, Peterborough, Shoemaker Peterborough Pet Dec 14 Ord Dec 14  
MORGAN, JOHN EDLINGTON, Gainsborough, Fishdealer Lincoln Pet Dec 13 Ord Dec 13  
MORLEY, JAMES, Southwick, Fareham, Hants, Baker Portsmouth Pet Dec 13 Ord Dec 13  
NORTON, GEORGE, Cardiff, Grocer Cardiff Pet Dec 12 Ord Dec 12  
RICHARDSON, JOHN, York, Newsagent York Pet Dec 12 Ord Dec 12  
RILEY, WILLIAM, sen, Thurlston, Leics, Bootmaker Leicester Pet Nov 11 Ord Dec 14  
SAINT, ARTHUR EDWARD, Tonge, Leics, Farmer Leicester Pet Dec 14 Ord Dec 14  
SHARP, EDWARD MORTIMER, Padham, Lancs, Commission Agent Burnley Pet Nov 25 Ord Dec 13  
SHAW, THOMAS FRANCIS, and JOHN MORGAN, Plough crt, Fleet st, Printers High Court Pet Nov 7 Ord Dec 12  
THORNTON, HARRY, Seven Sisters r.l, Tottenham, Joiner Edmonton Pet Dec 6 Ord Dec 13  
ULLATHORNE, ANNIE, Scarborough, Spinster Scarborough Pet Dec 10 Ord Dec 13  
URWID, GEORGE TAYLOR, Whitley Jet Ornament Manufacturer Stockton on Tees and Middlesbrough Pet Dec 11 Ord Dec 11  
UZELL, GEORGE FREDERICK, Nechells, Birmingham, late Merchant Birmingham Pet Dec 9 Ord Dec 12  
WARD, THOMAS, Mervan rd, Brixton, Builder Wandsworth Pet Oct 23 Ord Dec 11  
WIDDOWSON, THOMAS, Beeston, Notts, Commercial Traveller Nottingham Pet Dec 13 Ord Dec 13  
WIGGINS, JOSEPH, Sandford, St Martin, Oxon, retired Farmer Oxford Pet Dec 14 Ord Dec 14  
WILSON, GEORGE HENRY, Chickenley Heath, nr Dewsbury, Mungo Manufacturer Dewsbury Pet Dec 12 Ord Dec 12  
WYMER, WILLIAM, Aldersgate st, Cook High Court Pet Dec 14 Ord Dec 14

## BANKRUPTCY ANNULLED.

PATTERSON, HENRY PATRICK, Aulrold, Kensington, Civil servant High Court Adjud Sept 25, 1888 Annul Dec 10

## ADJUDICATION ANNULLED.

WILLING, THOMAS, and KENNETH LUTTON, Coventry, Engineers Coventry Adjud Nov 18 Annul Dec 10

## DEATHS.

BATHFELOR.—Dec. 13, at his residence, Casan Park, Newport, Mon., George Bathfelor, solicitor and clerk to the Newport School Board, aged sixty-two.  
SHAND.—Dec. 15, at Brighton, Sir Charles Farquhar Shand, Kt., LL.D., of The Lodge, Kinross, Aberdeenshire, formerly Chief Justice of Mauritius.  
WESTON.—Oct. 14, at Brockley, Northamptonshire, Arthur Weston, solicitor and coroner, aged sixty-four.

# THE LAW GUARANTEE & TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL, £1,000,000. PAID-UP CAPITAL, £100,000.

HEAD OFFICE: 9, Serle-street, Lincoln's-inn, London.

General Manager and Secretary, THOS. R. RONALD.

The Hon. BARON POLLOCK.  
The Hon. Mr. JUSTICE KAY.

TRUSTEES:

The Hon. Mr. JUSTICE DAY.  
The Hon. Mr. JUSTICE GRANTHAM.

## OBJECTS OF THE SOCIETY:

I.—FIDELITY GUARANTEES, given on behalf of Clerks, Cashiers, Travellers, and others; also Bonds on behalf of Trustees in Bankruptcy, Liquidators and Receivers under the High Court, and all persons holding Government appointments, where required; and  
A.—LUNACY COMMITTEES' BONDS granted.  
B.—ADMINISTRATION BONDS entered into at moderate rates.  
II.—ADMIRALTY BAIL BONDS granted.  
III.—MORTGAGE INSURANCES effected.

IV.—DEBENTURES and BANK DEPOSITS insured.  
V.—TRUSTEES FOR DEBENTURES, &c. The Society acts as Trustee for Debenture and other Loans.  
VI.—TRUSTESHIP. The Society is also prepared to be appointed Trustee either in existing Trusts or in those to be hereafter created. (See special Prospectus.)  
VII.—TITLES GUARANTEED (against defect in same).  
VIII.—CONTRACTS GUARANTEED (as to due performance).

For further particulars apply to the Head Office, as above, or to any of the Branches:—

CITY: 9, St. Mildred's-court, Poultry, E.C. MANCHESTER: 51, King-street. LIVERPOOL: 6, York-buildings, 14, Dale-street. BIRMINGHAM: 104, Colmore-row.  
BRISTOL: 31, Clare-street. EDINBURGH: 53, George-street. GLASGOW: 18, Royal Exchange-square.

## SALES BY AUCTION FOR THE YEAR 1890.

**MESSESS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues, Jan 14	Tues, April 29	Tues, July 22
Tues, Jan 25	Tues, May 6	Tues, July 29
Tues, Feb 11	Tues, May 13	Tues, Aug 5
Tues, Feb 25	Tues, May 20	Tues, Aug 12
Tues, March 4	Tues, June 3	Tues, Aug 19
Tues, March 11	Tues, June 10	Tues, Aug 26
Tues, March 18	Tues, June 17	Tues, Oct 7
Tues, March 25	Tues, June 24	Tues, Oct 21
Tues, April 1	Tues, July 1	Tues, Nov 4
Tues, April 15	Tues, July 8	Tues, Nov 18
Tues, April 22	Tues, July 15	Tues, Dec 9

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater also undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, Growing Crops, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,103.

**MESSESS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES** to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

**STIMSON'S LIST OF PROPERTIES** for SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognised medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 3, New Kent-road, S.E.

**MR. B. A. REEVES, LAND AGENT AND SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE**, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

**MESSESS. WOODS, Auctioneers, 13, Newgate-street**, have a large connexion among Buyers of Ground-Rents. They have recently made several further Sales and have numerous Funds waiting Investment, and will be glad to hear from Solicitors and others wishing to sell by Private Treaty or Auction; also a special buyer for a large parcel secured on Weekly Houses.

**OFFICES AND CHAMBERS.**—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. C. A. HARRISON & Co., Chartered Accountants, on the premises.

**IF you want Money without Fees**—amounts £10 to £1,000—before applying elsewhere see Mr. O. CLIBURN, personally if possible, 43, Great Tower-street.

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First Avenue Hotel Buildings, High Holborn, W.C.  
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Seals for Companies Engraved and fitted to Presses.

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**VALUATIONS FOR PROBATE, &c.**—Messrs. WATHERSTON & SON (Licensed Valuers), 12, Pall Mall East, S.W., offer their services to the Profession in the case of Gold, Silver, Jewellery, and objects of Art and Value.

## REVERSIONS AND LIFE POLICIES MONTHLY PERIODICAL SALE.

Messrs. SLADE & BUTLER, Reversion Valuers and Auctioneers, 98, Queen-street, Cheapside, include in their Special Auctions Reversionary Interests of every character or effect Private Sales. No preliminary fees. Advances carried out at from four to five per cent. interest.

**TEMPLE AVENUE CLUB, LIMITED.**—Annual Subscription: £2 2s., Town Members; £1 1s., Country Members.—For the convenience of members of both branches of the Legal Profession, and to promote social and friendly intercourse. The Club accommodation comprises a large Club Room, Billiard Room, Smoking Room, and a Reception and Consultation Room, on the ground floor of the new building known as Temple Chambers, Temple-avenue, which adjoins the Victoria-embankment, and is within four minutes' walk of the Royal Courts of Justice.—Application for membership should be made to the SECRETARY, Temple-chambers, Temple-avenue, London, E.C., from whom further particulars can be obtained.

**ESTABLISHED 1851.**  
**BIRKBECK BANK.**—Southampton-buildings, Chancery-lane.  
THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.  
TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.  
The BIRKBECK ALMANACK, with full particulars, post-free, on application.  
FRANCIS RAVENSCROFT, Manager.

## PHENIX FIRE OFFICE, 19, LOMBARD-STREET AND 57, CHANCERY-CROSS, LONDON.

Established 1782.  
Moderate Rates. Absolute Security. Electric Lighting Rules supplied. Liberal Loss Settlements. Prompt Payment of Claims.

Joint Secretaries—  
W. C. MACDONALD and F. B. MACDONALD.  
LOSSES PAID OVER  
£17,000,000.

**REVERSIONARY AND LIFE INTERESTS IN LANDED OR PURCHASED PROPERTY** or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the **EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED)**, 10 Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalized.

F. S. CLAYTON, Joint  
O. H. CLAYTON, Secretaries

## LAW UNION FIRE AND LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1854.  
Chief Office—  
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City Branch—  
1, ROYAL EXCHANGE BUILDINGS, E.C.  
LIFE DEPARTMENT.

Special attention is drawn to the following features:—  
1. The Bonus added to Policies on young lives at the last division of profits amounted to £75 for every £100 of premium paid during the Quinquennium.  
2. Claims are payable immediately on proof of death and title.  
3. The Premiums are moderate.

**FIRE DEPARTMENT.**  
Losses settled promptly and liberally.  
Private Houses and Ecclesiastical Buildings, if brick and tiled or slated, and free from hazardous surroundings, insured at a premium of 1s. 6d. for each £100.

Household Furniture in houses of similar construction insured at a premium of 2s. per cent.  
Loans on Reversions and Life Interests.  
Reversions purchased.  
Annuities granted.

FRANK MCGEDY, Actuary and Secretary.

## THE BRITISH LAW FIRE INSURANCE COMPANY, Limited.

Subscribed Capital £1,000,000.  
This Company is prepared to entertain proposals on eligible risks, including Mercantile Insurances. Applications for Agencies may be made to  
H. FOSTER CUTLER,  
Manager and Secretary.

Offices, 5, Lothbury, Bank, London, E.C.

## NORTHERN ASSURANCE COMPANY.

Established 1836.  
LONDON: 1, Moorgate-street, E.C. ABERDEEN: 1, Union-terrace.

INCOME & FUNDS (1888):—	
Fire Premiums	£615,000
Life Premiums	203,400
Interest	149,300
ACCUMULATED FUNDS	£3,581,000

## IMPERIAL FIRE INSURANCE COMPANY.

Established 1803.  
1, Old Broad-street, E.C., and 22, Pall Mall, S.W.  
Subscribed Capital, £1,200,000; Paid-up, £300,000  
Total Invested Funds over £1,600,000.  
E. COZENS SMITH,  
General Manager.